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	£ s.	£ s.	£ s.	£ s.	£ s.
20	163 0	191 10	431 0	*736 0	*1,022 0
30	119 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
50	147 0	276 10	*626 10	*1,116 0	.....
60	167 10	312 0	*838 10	.....	.....

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## The Solicitors' Journal and Reporter.

LONDON, MARCH 2, 1889.

## CURRENT TOPICS.

MR. COZENS-HARDY, with his accustomed energy, has taken time by the forelock, and introduced his "Bill to amend the law relating to the investment of trust funds" at the very commencement of the session. The Bill has not yet been issued.

IN ROOM 136 in the Royal Courts of Justice the cause clerks exhibit two lists of actions. From one of these lists fifty actions from Mr. Justice NORTH, and from the other list fifty from Mr. Justice STIRLING, will be chosen for transfer to Mr. Justice KEELWICH. Any objection to a case in either of these lists being so transferred should be lodged without delay.

THE COURT of Appeal No II. has made short work with its list of appeals. Soon after this appears in print the last of the appeals in the printed list will be placed in the day's paper, and the court

will have to deal with those set down since the 3rd of January last. Not more than thirty of such appeals are now in the cause book, and these have been set down in the course of six weeks. Even if in the course of the next six weeks a similar number should be set down, the appeals left at the end of the present sittings will be few in number.

THE LAND TRANSFER BILL was read a first time in the House of Lords on Monday, and was, we learn, read a second time on Thursday, the intention being that it shall be forthwith referred to the Select Committee which sat upon it last year. The LORD CHANCELLOR, in introducing the Bill, took occasion to suggest that it would be convenient that any discussion "either of the principles or of the details of the Bill" should be postponed until it had returned from the Select Committee. We presume that the result will be to diminish the stages at which opposition can be raised; no doubt an exceedingly convenient course—for the promoter of the Bill.

WE UNDERSTAND that, in pursuance of a departmental direction, the examination of judgment debtors as to means (R. S. C., ord. 42, r. 32), and inquiries for the ascertainment of damages, where substantially a matter of calculation (ord. 36, r. 57, and rule of December, 1888, 57a), both of which have hitherto been taken by the masters, will in future be taken by the official referees. If it required a rule of the Supreme Court to enable official referees to take the inquiries above mentioned, it would appear equally necessary to provide in the same manner for the transfer of the examination of judgment debtors, and it is to be regretted that this was not done when the last batch of rules was issued in December last, as the system of proceeding under a sort of official *obiter dictum* is not satisfactory. By the same departmental direction all references of causes, other than those involving questions of costs or questions of retainer, are in future to be made to the official referees, instead of to the masters.

WE UNDERSTAND that, in cases of complaints against solicitors for professional misconduct, under the Solicitors Act, 1888, where the complaints have not been made in the prescribed form and supported by the prescribed evidence, the statements have been returned to the complainants, with a print of the rules under the Act and an intimation that any complaint against a solicitor for professional misconduct must be made and supported in accordance with the rules. The complainants are at the same time informed that the Incorporated Law Society will—unless the Discipline Committee at the hearing of the case are of opinion that the complaint ought not to have been made, on the ground that the circumstances do not disclose a *prima facie* case, or that the complainant has misstated or suppressed material facts, or that the case could be better dealt with under the ordinary law, or on some similar ground—be prepared to pay to any solicitor, being a member of the society, who may be employed in preparing and lodging the complaint, with the proper affidavit in support, such a fee, not (except under very special circumstances) exceeding three guineas, exclusive of the actual disbursements properly and necessarily incurred, as the Discipline Committee may fix. The council do not, however, undertake any responsibility for getting up the evidence or bringing the case to a hearing; any allowance on that account being in the discretion of the Discipline Committee or of the court, as the case may be. It will thus be seen that, although greater formality in formulating and bringing forward complaints than was formerly necessary is now required, no obstacle is placed in the way of anyone who has reasonable cause of complaint against his solicitor. We believe that the committee has not as yet heard any complaint against a solicitor. Having regard to the fact that, under rule 3 of part 1, the complainant has fourteen days within which to furnish the list of documents he proposes to put in, and that the solicitor has seven days after the receipt of the complainant's list within which to furnish his own, it is too soon to expect a case to be heard. The committee have power, under rule 1 of part 6, to dispense with any requirement respecting notices, affidavits, documents, service, or time, in any case where it appears just so to do; but we presume that this rule will only be put into operation in exceptional cases.

THE MEMORANDUM which is prefixed to the Land Transfer Bill states that the "Bill reproduces the Land Transfer Bill of 1888 as settled by the Select Committee of the House of Lords up to clause 54 inclusive, with a few alterations, mostly of a consequential character, in the later clauses." The changes that have been, in fact, made since the Bill of last year was first brought in are very numerous, and affect nearly every clause of it. A large number, of course, are hardly more than verbal, and many refer only to matters of detail; some few, however, are of greater importance, and considerably affect either the principle or the methods of the Bill. Chief among them is the new form of the compulsion clause. The Bill of 1888 required the transferor of land to be registered, that of 1889 is contented to strike at the transferee. The former provided that a person capable of being registered as owner should not, until registration, be capable of conveying a freehold estate in possession, or of creating any equitable right in respect thereof; and upon the death of any owner his successor was to have no right at all over the land, except the right of being registered. The Bill of 1889 changes all that. By clause 3 (1) it provides that a person shall not, by any conveyance executed after the day when the registration of the transfer of land in any land transfer district has been declared compulsory, acquire the legal estate in any freehold land in the district until registration, but thereupon his title relates back to the date of execution of the conveyance. This, however, does not apply to the conveyance of any estate in reversion or remainder, or to conveyances by way of mortgage. Clause 3 (2) defines the indirect method of compulsion which is to be brought to bear on persons succeeding to land. Succession duty is a burden they expect to bear; at the same time as this is paid they will have to pay the fees necessary for registration. These will be handed by the Inland Revenue Commissioners to the registering authority, who will thereupon give notice to the person entitled to be registered that he may have this boon without further charge. The presumption is that he will forthwith endeavour to secure so much at least for his money.

THE NEXT CHANGE is also one of considerable importance, and occurs in clauses 5 to 8. It relates to the manner of registering absolute, qualified, and possessory titles respectively. The Bill of 1888, by clause 5, provided for the registration of persons as full owners, or, in the case of settled land, as limited owners; and in either case, on first registration, with an absolute, qualified, or possessory title, according to the nature of the evidence produced. It then in clauses 6, 7, 8, dealt with the mode of registering a title of each of these kinds respectively. The new Bill somewhat reverses this order; it starts in clause 5 with registration with a possessory title, and states that this may be obtained by any person either as full owner or as limited owner. It then adds as a rider that the registration may be of an absolute or a qualified title upon the requisite evidence being supplied. Adopting the order thus suggested, the succeeding sections deal with registration of possessory, absolute, and qualified titles. As to a possessory title, the former Bill required that, on the prescribed evidence, it must appear to the registering authority that the person applying is *prima facie* entitled to the land as full or as limited owner, and that he, or someone for whom he is trustee, is—or, but for some incumbrancer, would be—in possession. The new Bill prescribes for itself the necessary evidence. By clause 6 (1) the applicant must allege that he is entitled to the land as above; and by (2) the evidence he must give in support of this allegation is "a statutory declaration, accompanied by the prescribed map, shewing that" he "is in possession or in receipt of the rents and profits of the land delineated in the map, either as full owner or as limited owner under a specified settlement, as the case may be." With regard to absolute titles there is a new provision—clause 7 (6)—that the applicant must disclose to the registering authority all burdens which to his knowledge affect the land, and also—clause 7 (7)—that where the applicant has contracted to buy, but there has been no conveyance to him, he shall not be registered without the consent of his vendor. As to qualified titles, it was a fault of the former Bill that it did not give any direct definition of them. Now it is provided by clause 8 (1) that "where on examination of the title to land it appears to the registering authority that the title can be established only for a limited period, or subject to certain reservations or exceptions, the registering authority may, on the

request of the applicant for registration, by an entry made in the register, except from the effect of registration any right arising before a specified date or arising under a specified instrument, or otherwise particularly described in the register." And a title so registered is to be called a qualified title.

AN OMISSION of some importance has been made in the part of the Bill relating to confirmation of possessory or qualified titles. The Bill of 1888 contained a provision—clause 33 (5)—that if, by reason of such confirmation, any person was deprived of an estate in the land or any charge thereon, the owner whose title was confirmed should be liable to make compensation. Now this is struck out, and the case is apparently left to be settled by the insurance fund. It is to this fund that another change of importance relates. The former Bill provided very shortly, in clause 50 (1), for its application to "compensation for any loss suffered by any person as owner, incumbrancer, or otherwise, in respect of registered land, where the loss arises from an entry in the register obtained by forgery or fraud, or from any error on the part of the registering authority or their officers, or from any of the other matters in the scheme" in the schedule to the Act mentioned. In the present Bill this clause is omitted, and, instead, the various cases for the application of the fund are removed from the schedule and introduced into the body of the Bill in clause 49. This seems to remove the restriction of the use of the fund to cases of forgery and fraud and of errors of the officials. After these changes, it may be as well to call attention to two matters which remain unchanged. The first relates to the fees to be allowed for business transacted with the registering authorities. The provision on this subject—clause 102 (m)—reproduces the provision of last year. According to this, "the costs and fees to be charged by or allowed to solicitors or other persons in or incidental to or consequential on the registration of land," &c., are to be regulated by general rules to be from time to time made by the Lord Chancellor. And clause 49 (2) reproduces the original provision of the Bill that "a person shall not be entitled to compensation for any loss where he has caused . . . the loss by any act, neglect, or default, of himself or his agent." We need hardly point out the lesson to be derived from the persistency with which the ominous words in italics appear in edition after edition of the Bill.

PAUPER SUITORS are not such a source of pleasure and comfort to the courts as to be entitled to receive more encouragement than the rules which are made for their guidance and protection afford, and therefore it is expedient that these rules should not be departed from in the slightest degree. On Thursday last, in a case of *Balch v. Hargrave*, the plaintiff, suing *in forma pauperis*, had had a solicitor and counsel assigned to him, but as soon as the case was called on it appeared that the solicitor who had been assigned to the plaintiff was not the solicitor who now instructed counsel, and it transpired that an attempt had been made, by giving notice under R. S. C., ord. 7, r. 3, to effect a change of solicitors. Mr. Justice KEKEWICH, being of opinion that the objection taken by the defendant on this ground was well founded, allowed the case to stand over for the plaintiff to consider what course he would adopt. Under R. S. C., ord. 16, r. 26, the court had assigned a counsel and solicitor to the plaintiff, and under that rule the counsel or solicitor is not at liberty to refuse his assistance "unless he satisfies the court or a judge that he has good reason for refusing." Under rule 29 of the same order no notice of motion is to be served, or summons issued, or petition presented on behalf of a pauper, except for the discharge of his solicitor, unless it is signed by his solicitor. It follows, apparently, then, that the solicitor assigned by the court remains the solicitor of the pauper until discharged, and that the pauper must then have another solicitor. Whether he can himself appoint another solicitor is not apparent. The wording of rule 26 is that the court or a judge may, "if necessary," assign a counsel or solicitor, or both, for a pauper, but the words in italics must be taken to apply to the case where the pauper has not already a solicitor. There is not, so far as we are aware, any decision on this point, which, be it observed, is not merely technical, and the question is whether the court, having once found it necessary to assign a solicitor to the pauper, will in the future take upon itself

that duty so long as the action lasts. It is tolerably clear, however, that this will not be done until the former solicitor is discharged by the court.

IN THE CASE OF *Towers v. Woolley*, in the Court of Appeal, the question arose whether certain knowledge which came to an agent in the course of the transactions in question was to be attributed to his principal, and this gave the Master of the Rolls a chance of clothing some venerable law in a new dress. The doctrine of constructive notice, with sundry allusions to affecting one man's conscience with knowledge gained by another, appears to have been pressed on the court in the argument. In answer to this the Master of the Rolls said very emphatically that he set his face against the doctrine of constructive notice, and that it was simply a question of agency. If the agent is a proper agent to receive the notice, then notice to him is notice to the principal. As to the part that a man's conscience might play in the matter, he said, perhaps too truly, that to a man of business another man's conscience was quite immaterial, and that all such language was simple pictorial description adopted by courts of equity for the purpose of spreading their doctrines. Of course in all this there is some truth, and it can hardly be doubted that the law of constructive notice would have been in former days kept within more reasonable bounds had this really been the theory on which it was framed. It would hardly then have been possible to have held that the client received, through his solicitor, notice of facts which were communicated to him, or of which he became aware, before the relation of principal and agent was established between them. Yet this, of course, was the effect of the law in such a case as that of a solicitor being employed by the same mortgagor, and by several successive mortgagees, in which case the later ones had from this fact notice of the earlier mortgages. So extreme an application of the doctrine of constructive notice has, of course, been rendered impossible by the Conveyancing Act, 1882, s. 3, but had Lord Esher's doctrine then been promulgated, perhaps this section might have been dispensed with. There are, of course, other branches of the doctrine which it must be presumed his *dictum* was not meant to touch. It may be noticed that Lord Justice Fry declined to express any opinion upon this new presentment of the law.

SOME WEEKS AGO a letter appeared in these columns signed "Lex," asking what scale of costs would be applicable where, in an action of contract in the High Court, for a sum under £50 but above £20, the defendant admits the plaintiff's claim, but counter-claims for a sum exceeding £50 by way of damages for breach of contract? In reply to this inquiry, we stated that, in our opinion, for the purposes of taxation of costs, the claim should be treated as one cause, and the counter-claim as another and distinct cause, with the result that the plaintiff would be entitled to county court costs in respect of the claim (ord. 65, r. 12), and to High Court costs in respect of the counter-claim. The judgment of the Court of Appeal in the recent case of *Amon v. Bobbett* (*ante*, p. 251), reversing the decision of the master and of the Divisional Court, quite bears out our opinion, it being held that, for the purposes of taxation, the counter-claim was not part of the plaintiff's action; that ord. 65, r. 12, did not apply to the case; and that the plaintiff was entitled to the costs of the counter-claim on the High Court scale.

WE DO NOT UNDERSTAND the statements which have appeared to the effect that if the notorious PIGOTT should be captured in France his extradition cannot be obtained on the charge of perjury. Under Article III. of the treaty with France, signed in 1876, perjury or subornation of perjury is expressly specified as one of the crimes for which extradition is to be granted.

WE receive, too late for extended notice this week, a copy of the Incorporated Law Society's Calendar for 1889 (Kelly & Co.). There are several new features of considerable value in this year's issue.

#### THE ACTION OF THE PROFESSION WITH REGARD TO THE LAND TRANSFER BILL.

WE anticipated that our observations last week on the Land Transfer Bill would call forth a protest from some worshipper of what appears to us (and apparently also to Lord HALSBURY) a very strange superstition. We should be sorry to apply to it Lord HALSBURY's epithet, because we know it is sincerely entertained. When the pecuniary interests of the medical profession are seriously attacked, or when it is proposed to deprive the clergy of some considerable portion of their emoluments, the profession affected are up in arms at once, and no one thinks of blaming them for seeking to protect interests which no one else will look after. But for solicitors to combine to look after their pecuniary interests is considered disgraceful; and it is thought that if the public once imagined that solicitors were opposing a measure on the ground that it affected their remuneration, there would be an end to their influence. These propositions are further considered so self-evident as to need no proof. When we ask why it is disgraceful for a profession to seek to protect its emoluments; why what is considered legitimate in a private individual is wrong in a body of men; why the influence of solicitors would end if it were supposed that they opposed a measure on the ground that it would seriously affect their remuneration, we usually come to a standstill. It will be observed that even the able correspondent who this week takes up the cudgels for the superstition contents himself on this subject with assertion. He asserts that if the idea that all the influence of solicitors was to be used to defeat any measure that might affect their own interests, whatever might be its public advantage (an idea, by the way, which we have never dreamt of promulgating), the greater part of solicitors' influence would be at an end; and he further asserts that the increasing influence of solicitors is due to the conviction of all persons whose opinion is worth having that the lawyers, as a body, "have not subordinated the interests of the public to their own." That is to say, he suggests that the influence of the Council of the Incorporated Law Society is due, not to the special knowledge, ability, assiduous attention to legislation, and high standing of its members, but to the supposed fact that in dealing with measures affecting the profession they always subordinate the interests for the protection of which they exist, to the interests of the public. We question whether the council will be very grateful for this suggestion.

We, at all events, are grateful to our correspondent for his letter, because it enables us to clear away some misconceptions with regard to the course which it is proposed should be taken with regard to the Land Transfer Bill. Our esteemed correspondent (we are quite sure unconsciously) has, in his excitement, altogether misunderstood the position we have maintained. We have never suggested that all the influence of solicitors is to be used to defeat any measure that may affect their own interests, whatever may be its public advantages. What we have maintained is that all the influence of solicitors should be used to defeat a measure which, according to the deliberately-expressed opinion of representatives of the law societies of England and Wales, is "neither necessary nor expedient," and which it now appears is to be so worked as to exclude solicitors, as far as possible, from land transfer business. The measure we mean is, of course, the Bill containing the compulsory provisions, and interpreted by the notice recently issued by the Land Registry Office.

Now the odd thing is that our correspondent does not seem to differ with us in principle. He says that "where any serious attempt is made to empower outsiders to do the work of the profession, or to provide for its transaction by Government officials, it will be time enough for us to resist such attempt, and the resistance of the council will, I am satisfied, not be half-hearted." So that on this point our difference is simply one of fact. Our correspondent, we suppose, thinks that the notice recently issued by the Land Registry Office is not an omen of the course which will be pursued in case the Land Transfer Bill is passed. We are convinced that it is, and possibly we may know more on the matter than has reached our correspondent's ears. But he can at all events understand this: that it will be absolutely essential for the credit of the author of the measure, after it is passed, that it should appear that the cost of land transfer has been greatly diminished, and that, considering the increased office fees, this end can best be attained by dispensing with solicitors' fees and inter-

vention. Moreover, we say that, after the Bill has passed, resistance to any similar notice, or to any even more trenchant proposals to exclude solicitors from land transfer business, will be too late; our correspondent apparently considers that it will not. On these points we think we may safely leave our readers to form their own conclusions.

But, in the next place, it appears that our correspondent is prepared to resist with the utmost vigour the compulsion clauses of the Bill. As already stated, this is also the part of the measure which we now resist and always have resisted. We have never meant to suggest that the whole influence of the profession should be used to oppose a measure designed merely to improve the present languishing voluntary institution in Staple-inn. Here, again, therefore, the difference is only one of means. We say that the Bill as it stands, coupled with the recent notice, is a matter of the most vital consequence to the profession, and that if ever the whole influence of the profession is to be exercised, it should be exercised now to prevent the Bill containing the compulsion clauses from being passed into law. Our correspondent, as we understand him, thinks it will be sufficient to circularize the public and the members of the Legislature on the disadvantages of compulsion. We would remind him that this has already been done, and we hope it will be done again, but something more is needed to insure the rejection of the Bill. We believe, from the descriptions we have heard of the scene in the House of Lords last year on the second reading of the Bill, that there existed then exactly what our correspondent describes as a "general objection manifested" to the compulsion clauses, but, all the same, party loyalty produced a small majority. It appears to us that the question of the passing of the Bill in its compulsory form is a matter of far too vital consequence to the profession to be left to means which have already failed. Let every abstract argument which can be urged against compulsory land registration be urged as often and as widely as possible, but, at the same time, let solicitors employ all the political influence they possess to defeat the compulsory Bill. By our correspondent's own statements it appears that, in so doing, solicitors will not be setting their personal interests against the public weal, but will be using their influence to prevent the passing of a measure which will not be for the public advantage.

There are some minor points in our correspondent's letter on which it is not necessary to dwell at length. At the opening of his epistle he seems to think that notices such as that recently issued from the Land Registry Office will not do any serious injury to the profession; but he subsequently suggests determined opposition to any serious attempt to provide for the transaction by Government officials of "the work of the profession." We would remind him that, if the recent notice means anything at all, it means that the work of the profession at the Land Registry is to be done by Government officials; that such work can be done by them; and that, if the compulsory Bill is passed, clients will not be likely to understand the advantage of paying a solicitor when there is an affable Government official ready to assure them that all their work can be done in the office, without a solicitor, "in a quarter of an hour," as the recent notice has it. We would further remind him that the more work there is for the office, the more officials will be required, and the more patronage there will be for some high official. Taking these considerations into account, we do not find it easy to understand our correspondent's opinion that "a system of registration of title" (assuming he means the system now before Parliament, as interpreted by the recent notice) would not, "except indirectly, lessen the emoluments of solicitors." To our thinking it is as clear as the sun at noonday that the ultimate result of the passing of the Bill in its compulsory form, and the application of the system foreshadowed by the recent notice, would be the ruin of a large proportion of country solicitors.

The truth is that our correspondent has wholly misunderstood the ground on which we base our opposition to the Bill. Like himself, we object to the Bill because it is compulsory; but then he must know that compulsion is, in the view of its author, the one essential feature of the Bill. We have as little objection as our correspondent to "people with an idea—people who, like Lord HALSBURY, have never made conveyancing a study, and who fancy that great economy is to be secured by registering their titles," being allowed to "gratify their whim" "so long as they do not compel other people, who know better, to incur the expense and

submit to the difficulty." But our correspondent will find that Lord HALSBURY's "whim" is precisely to compel "other people" to incur this expense and difficulty.

## THE ALTERATIONS IN COUNTY COURT PRACTICE EFFECTED BY THE COUNTY COURT RULES, 1889.

### II.

A defendant in the county court has always been able to object to the jurisdiction of such court by a simple notice, accompanied by security, in cases where the claim exceeds £20 in contract and £10 in tort. The new rules, however, now impose upon him an additional obligation, which is thus defined—viz., "He shall also, after giving such notice as aforesaid, apply *ex parte* to the judge on affidavit for his certificate that in his opinion some important question of law or fact is likely to arise in the action, and if the certificate is granted notice thereof shall be sent by the registrar to the plaintiff by post or otherwise. The affidavit above referred to shall specify any important questions of law or fact which are likely to arise in the action; and in the case of a question of law, shall further specify the facts which are relied on as likely to raise such question" (Order X. r. 6).

A defendant, against whom a default summons has been issued, who desires to defend, is now required to give a notice "in the form in the appendix," and to "specify therein whether he intends to defend as to the whole or part only of the plaintiff's claim" (Order X. r. 23). And it is also provided that "when the notice of defence extends only to part of the claim, the plaintiff may abandon the part of the claim which is in dispute, and enter judgment for the part of the claim which is not disputed, and a proportionate sum for costs" (Order X. r. 24).

The power of the registrar to amend, in cases where the defendant does not appear, or appears and admits the claim, is now made to extend to the proceedings in any action "or matter" (Order XIV. r. 14). The words in italics are new, and are doubtless inserted because the County Courts Act, 1888, now provides that "The judge may, after deciding or reserving any question of liability, refer to the registrar any mere *matter of account* which is in dispute between the parties, and after deciding the question of liability may give judgment on the registrar's report" (section 92).

When any change or transmission of interest or liability has occurred after the commencement of any action or matter, if it should be necessary or desirable "that any person already a party should be made a party in another capacity" an order for that purpose can now be obtained (Order XVI. r. 4).

The rule requiring the evidence of witnesses to be taken orally is to operate "on the trial of any action or hearing of any matter" (Order XVIII. r. 3). The words in italics are inserted for the first time, though their precise utility is not obvious.

A party desiring to use at the trial an affidavit by any particular witness, or an affidavit as to particular facts, must give notice to the party against whom such affidavit is to be used "not less than four clear days before the trial" (Order XVIII. r. 10), instead of "five clear days," which has hitherto been the time prescribed. Moreover, where the party to whom such notice has been given objects to the use of such affidavit, it is now for the first time provided that "the judge may make such order as he may think fit as to the costs of, or incidental to, any such objection" (Order XVIII. r. 10).

Notice of demand for a jury, which must hitherto have been made to the registrar four clear days before the return day, must now be made five clear days before such day (Order XXII. r. 1).

The County Courts Act, 1888, provides that a registrar "may, on the application of the parties and by leave of the judge, hear and determine any disputed claim where the sum claimed or amount involved does not exceed two pounds" (section 92). The new rules provide that such leave "may be either general or special" (Order XXII. r. 20), and that "where a registrar is authorized by the judge to hear and determine disputed claims where the sum claimed or amount involved does not exceed two pounds, he shall, when any such case is called on before him, ask the parties whether they desire to have the case heard by him or by the judge" (Order XXII. r. 21).

The registrar of a county court has always been required to enter in the Minute Book a minute of all ordinary judgments and orders

for the payment of any debt or damages or costs. The new rules, however, further require that, "*where the party against whom the order is made is a married woman, a note thereof shall be made*" (Order XXIII. r. 1).

When judgment is entered up against a party served with a default summons, an order must in future be drawn up and served (1) if the judgment is for payment by instalments, or (2) the plaintiff has abandoned part of his claim under Order X. r. 24, *supra* (Order XXIII. r. 6). This is a new provision, the former rule having simply provided that "*where judgment is entered up against a party served with a default summons, no orders shall be drawn up or served.*"

A plaintiff who has obtained judgment, which remains unsatisfied, is now enabled to obtain an order varying the prescribed mode of payment. The rule on the subject, which is quite new, is as follows:—"*When there is an unsatisfied judgment or order, the plaintiff may apply ex parte to the court in which the same was given or made, to order that the amount due and unpaid be paid by instalments, or, if payable by instalments, by the like or smaller instalments; and the court may thereupon make an order accordingly*" (Order XXIII. r. 14).

The rule which, in accordance with the previous practice, provides that no judgment summons shall be issued without leave when more than four months have elapsed from the time at which the debtor first made default, now expressly excepts from its operation "*a successive summons*" (Order XXV. r. 15) which, as provided by a subsequent rule, may be issued without fee "*at any time within three months*" (Order XXV. r. 20).

By virtue of Order XXV. r. 17 a party may now take proceedings to enforce a judgment "*or order*" of any competent court other than a county court. The words in italics are new, but it is not believed that they effect any substantial alteration in the practice that has hitherto prevailed.

With regard to the duration of an order for commitment, the judge is now enabled to extend the time during which the order is to be in force after the expiration of one year from the date thereof (Order XXV. r. 33); whereas, formerly, this could only have been done *before* the expiration of such year.

Application for an order of attachment can, it is now provided, be made "*where a breach has been committed of an order in the nature of an injunction, or of any other order, interlocutory or otherwise, within the competence of the court, which could, in the High Court be enforced by attachment or committal*" (Order XXV. r. 40). The words in italics are new.

In cases where the court in which a garnishee is sued is not the court in which the judgment or order upon which he is garnished was given or made, the certificate, which the registrar of such first-mentioned court is required to send to the court in which such judgment or order was given or made, may now be made "*on*" as well as "*before or after the return day*" (Order XXVI. r. 9).

With regard to cases of interpleader, it is now provided that a claim made to or in respect of any goods or chattels taken in execution "*shall be in writing*" (Order XXVII. r. 1).

Where security is given by bond it may in future be executed in the presence "*of the clerk of the registrar authorized to take affidavits*" (Order XXVIII. r. 3). The County Courts Act, 1888, it will be remembered, enables affidavits for use in a county court to be sworn before (*inter alios*) "*the clerk to the registrar nominated by a judge for that purpose*" (section 83).

Order XXXII. of the County Court Rules, 1889, which relates to appeals, contains three new rules which it may be useful to set out *verbatim*. They are as follows:—

"2.—When the Court of Appeal has pronounced judgment, either party may deposit the same, or an office copy thereof, with the registrar of the county court, and, upon being so deposited, such judgment shall be filed and may be enforced as if it had been made by the county court."

"3.—A new trial, in pursuance of the order of the Court of Appeal, shall be entered for trial at the county court which shall be holden next after twelve clear days from the time when such order or office copy thereof shall have been deposited as aforesaid, unless the parties agree that it shall take place sooner, or the judge otherwise order, and it shall be conducted in the same manner as any new trial granted by the county court itself."

"4.—If the order of the Court of Appeal be that judgment shall be entered for either party, then such judgment shall be entered accordingly, and the successful party shall be at liberty to proceed on such judgment as on a judgment of the county court."

It is also provided by Order XXXII., with regard to appeals, that (as heretofore) "*appeals shall be had in accordance with the provisions of the Rules of the Supreme Court of Judicature Act, 1884*" (rule 1). As we pointed out last week (*ante*, p. 262), the courts may soon have to decide whether, where the rules referred to conflict with the provisions of the County Courts Act, 1888, with regard to appeals to the High Court, they are still operative.

When an action or matter is remitted or transferred to a county court it is now expressly provided that the plaintiff shall lodge with the registrar, in addition to the documents hitherto required to be lodged by him, "*the pleadings*" (Order XXXIII. r. 1). And when, in such last-mentioned cases, a statement of defence has been delivered in the High Court, it is now, for the first time, provided that no notice of defence under Order X. shall be required (Order XXXIII. r. 2).

With regard to the sheriff's costs when any proceeding by way of interpleader is transferred from the High Court to a county court, a new rule has been framed which directs that "*the judge may order that the sheriff shall have his costs of the interpleader proceeding in the High Court, and may direct by which party the said costs shall be paid*" (Order XXXIII. r. 11).

Under Order XXXV. r. 1 it would seem that leave to defend under the Bills of Exchange Act, 1855, may be given by the judge or the registrar, instead of, as heretofore, by the judge, "*or in his absence*" the registrar.

Order XL relates to proceedings under the Agricultural Holdings (England) Act, 1883. It is almost identical in terms with the old order on the subject, but it omits all references to the Agricultural Holdings Act, 1875, that Act having now expired, and provides that where an appeal is made against an award under the Act of 1883 the plaintiff shall file a copy of the award, and a statement of the grounds of appeal, within "*seven*," instead of "*eight*," days after the delivery of the award (rule 2), and that the respondent shall deliver his statement in reply within *seven*, instead of *eight*, days after the transmission of the grounds of appeal to him (rule 4).

Order XLII., which consists of one rule, provides that the "*scales of costs*," as well as the general orders, rules, and forms in use in the Chancery Division of the High Court of Justice regulating the mode of proceeding under the Companies Acts, 1862 and 1867, shall apply to winding-up proceedings in the county courts. It also directs that "*a registrar of a court shall be deemed to correspond with, and shall have all the powers of, a chief clerk of the Chancery Division of the High Court in reference to the winding up of any company or society under any of the aforesaid Acts*" [*i.e.*, the Building Societies Act, 1874, and the Industrial and Provident Societies Act, 1876].

Order XLVII., which contains altogether nine rules, regulates the practice under the Guardianship of Infants Act, 1886 (49 & 50 Vict. c. 27). These rules, which provide that all applications under the Act shall be commenced by filing a petition, do not call for any special notice.

It is now provided by Order L. r. 7 that in taxing the costs incurred in the High Court previous to the transmission of the action to the county court under sections 65 and 66 of the County Courts Act, 1888, "*the registrar shall tax the same according to the scale of costs and fees in use in the High Court, except where the plaintiff in an action founded on contract recovers a sum (exclusive of costs) less than £50, or in an action founded on tort recovers a less sum than £20, and shall tax the costs incurred in the county court upon the ordinary scale according to the amount recovered, unless the judge shall otherwise order.*"

So much of the above provision as relates to actions of tort is new. Moreover, the direction as to the mode of taxing costs in the county court was not contained in the old rule. Order L. r. 8 requires that the judge's certificate for costs on the higher scale "*shall be signed by the judge.*" And it is provided by rule 34 of the same order that "*no fee to counsel shall be allowed on taxation unless vouched by his signature.*" This rule is a new one.

It is provided by Order LI. r. 2 that service on a solicitor shall be deemed service on a party, *except in the case of an ordinary or default summons*. These words of exception do not, however, alter the previously existing practice, as service on the party of the summonses referred to was always necessary.

Notice of change of solicitor is now required to be a "*twenty-four hours' notice in writing to the registrar and to the solicitor*"

(Order LI. r. 5). The previous rule on the subject did not prescribe the length of the notice.

Advertisements for the *London Gazette* in admiralty actions need not in future be transmitted by the registrar for insertion to the Registrar of County Court Judgments in London (Order LI. r. 10).

The two following rules of Order 51 are new, and, as will be noticed, are of some importance:—

"28. Non-compliance with any of these rules, or with any rule of practice for the time being in force, shall not render any proceedings void unless the court shall so direct, but such proceedings may be set aside either wholly or in part as irregular, or amended, or otherwise dealt with in such manner and upon such terms as the court shall think fit."

"29. Applications to set aside proceedings for irregularity may be made in manner prescribed by Order XII. r. 11, to the judge or registrar. No application to set aside any proceeding for irregularity shall be allowed unless made within reasonable time, nor if the party applying has taken any fresh step after knowledge of the irregularity."

The order and rule referred to in rule 29 prescribes the practice on interlocutory applications which, it is to be noticed, is required to be followed in the cases indicated in the two rules just set out.

Order LII. deals exclusively with the interpretation of terms, as did the corresponding order of the County Court Rules, 1886. The alterations made are not very important, and may be summarized as follows:—The terms "action," "judge," "matter," "party," "registrar," "return day," and "treasurer," are no longer defined, while, on the other hand, it is provided, for the first time, that "*High bailiff*" shall mean, if there be more than one high bailiff to a court, either of such high bailiffs, and the term "court," which, in the previous rules, was interpreted to mean "the county court having jurisdiction in the action or matter," is now defined as follows:—"Court" includes a judge or registrar exercising the powers of the court in chambers as well as in open court."

The reason for some of these alterations is sufficiently apparent. Thus, "action" requires no further interpretation, as it is already well defined by Order V. r. 1 as any proceeding commenced by entry of a plaint. On the other hand, "matter" does seem to require such a definition as was contained in the County Court Rules, 1886, which gave as its interpretation "every proceeding commenced otherwise than by plaint." Moreover, the index to the official copy of the new rules refers to the interpretation of the word "matter" as being given by Order LII., which, however, does not define it in any way. The word "judge" should also have been defined, as it was in the previous rules, so as to include the deputy judge, since this of course must be the intention of the framers of the rules. As regards the terms "party," "registrar," and "return day," their omission from the new interpretation clause can lead to no possible misapprehension, while the absence of any definition of the word "treasurer" is no doubt due to the fact that it is now provided that future vacancies in the office of treasurer are not to be filled up (County Courts Act, 1888, s. 38).

## THE INTERPRETATION OF THE MARRIED WOMEN'S PROPERTY ACT, 1882.

### IV.

#### LIABILITY OF MARRIED WOMEN IN CONTRACT AND TORT (Continued).

*Property subject to general power of appointment. How far liable to creditors.*—The execution of a general power by will by a married woman has the effect of making the property appointed liable for her debts and other liabilities in the same manner as her separate estate (section 4). But only debts and liabilities entered into after the passing of the Act are meant, for the necessary interpretation of section 1 (4) is, that it is only for the payment of debts contracted since 1882 that the after-acquired property of a married woman is available: *Re Roper, Roper v. Doncaster* (36 W. R. 750, 39 Ch. D. 482). It should be noticed that the *semble* in the headnote to *Re Roper* is incorrect. The statement in the judgment (39 Ch. D. at p. 491) that, "To make property appointed by the will of a married woman liable to her engagements under the Act of 1882, it seems necessary to hold that the appointment by her will makes the property appointed her separate property," must have reference to what would be the case under the circumstances suggested, without having regard to section 4, which section had no bearing upon the point actually under discussion.

When the debt or liability has been contracted before 1883 the law cannot yet be taken as settled. Let us consider, in the first place, the case of a general power of appointment by will only. It had

been decided in *Re Harvey, Godfrey v. Harben* (23 W. R. 73, 13 Ch. D. 216), that the execution by a married woman of such a power made the appointed property liable to her creditors. This case professed to follow, but went rather beyond, *London Chartered Bank of Australia v. Lempiere* (21 W. R. 513, 4 P. C. 572), and was doubted by Cotton, L.J., in *Pike v. Fitzgibbon* (29 W. R. 551, 17 Ch. D., at p. 466). It was, however, followed by Fry, L.J., then Mr. Justice Fry, in *Hodges v. Hodges* (30 W. R. 483, 20 Ch. D. 749), and, although dissented from very recently by Kay, J., in *Re Roper (ubi sup.)*, it has never been expressly overruled. As the cases are so conflicting we venture to state shortly, without going into the numerous cases referred to by him, our reasons for considering Mr. Justice Kay's decision to be correct upon this point.

It used to be thought that when a married woman had a general power of appointment which had not been exercised, or which had been exercised in favour of volunteers, her creditors were entitled to be paid out of the *corpus* of the fund subject to the power, on the ground that the instrument creating the debt was an imperfect execution of the power. We doubt, however, whether this doctrine was ever applied when the power to appoint was by will only, for then the intention of the donor of the power was that the donee should be able to dispose of the funds "so that she did that by a revocable act": *Sackett v. Wray* (4 Bro. C. C. 483). Later, it was declared by Turner, L.J. (*Johnson v. Gallagher*, 9 W. R. 506, 3 De G. F. & J., at p. 519), that the doctrine of appointments to creditors seemed to him to be exploded, and that the separate estate is made liable by a process of equitable execution, just as a court of law gives execution against the property of other debtors. That opinion has ever since been acquiesced in, the latest case being *Hallett v. Hastings* (35 W. R. 584, 35 Ch. D. 94). The *corpus* of the fund, then, can only be liable to creditors if they can come against it as separate property; and when the debt has been contracted before 1883 they can only do so if it was separate property which the woman possessed at the time of the contract: *Pike v. Fitzgibbon* (29 W. R. 551, 17 Ch. D. 454). It seems perfectly clear that, when the power to appoint is by will only, the *corpus* cannot be reached in this way. That a power over a fund does not in itself create a property in that fund is quite settled; and as the will, by which alone the power can be exercised, cannot take effect until the woman's death, the appointed property can never become her separate property at all: *Re Armstrong, Ex parte Gilchrist* (34 W. R. 709, 17 Q. B. D. 532).

There remains to be considered the case of the debt being contracted before 1883, and the power to appoint being by deed or will. Again the cases are conflicting. As we have just stated, the old doctrine was that certain contracts entered into by a married woman might be treated as an imperfect execution of the power; and accordingly when the power was exercisable by deed or will the *corpus* was subject to the debts, although during the married woman's lifetime only such limited interest as she might have was affected: *Hulme v. Tennant* (1 Bro. C. C. 15), *Field v. Fowler* (4 Russ. 112). That doctrine has been treated as exploded since *Johnson v. Gallagher (ubi sup.)*, and the equitable doctrine alone remains that a married woman, being a *feme sole* in respect of her separate property, must be bound as such by her contracts made with regard to that property: *Ex parte Gilchrist* (34 W. R. 709, 17 Q. B. D. 532), *Hallett v. Hastings* (35 W. R. 584, 35 Ch. D. 94). This seems to us to have been the doctrine adopted by the Privy Council in *London Chartered Bank of Australia v. Lempiere* (21 W. R. 513, 4 P. C. 572). The question therefore narrows itself to whether the married woman's interest in the fund subject to the power amounts to property in it. It was held by the Privy Council in the case just mentioned that when a gift is made to a married woman for life, with remainder as she shall, notwithstanding coverture, by deed or will appoint, with remainder to her executors and administrators, there is, in fact, an absolute gift to the sole and separate use of the married woman, and that her contract may bind this interest—i.e., her separate property—and accordingly that creditors may come in notwithstanding an appointment by will.

On the other hand, Mr. Justice Kay, in *Re Roper* (36 W. R. 750, 39 Ch. D. 482), after examining numerous cases, has expressed the opinion that, "in cases not within the Married Women's Property Act of 1882, whether the power of appointment be by deed or will, or by will only, an appointment by the will of a married woman does not make the property appointed liable to engagements entered into with her on the credit of her separate estate." In arriving at this result the learned judge followed the reasoning in *Ex parte Gilchrist*, but his conclusion, if he means it to apply in every case, is distinctly contrary to what was decided by the Privy Council in *London Chartered Bank of Australia v. Lempiere*, and, with great respect, we much doubt whether he was right in saying that that decision proceeded upon a misapplication of an earlier case. In *Re Roper* the power of appointment was by will only; so his lordship's remarks, so far as they referred to appointments exercisable by deed or will, must be looked upon as "*obiter*," and we respectfully submit that they must be taken with some qualification. They cannot apply when a general power of appointment is preceded by a life interest

given to the appointor, and followed by a gift over, in default of appointment, to her executors and administrators. The cases of *Holloway v. Clarkson* (2 Ha. 521), *The London Chartered Bank of Australia v. Lampridge* (ubi sup.), and *Re Onslow* (36 W. R. 883, 39 Ch. D. 622) shew clearly that when the limitations of the fund are of that nature the corpus becomes at once the separate property of the married woman. In *Ex parte Gilchrist*, on which Mr. Justice Kay based his opinion, there was a gift over to the children of the marriage, and that power, with that limitation over, was held not to constitute property, but the Court of Appeal never said that a power together with a life interest and a limitation over to the donee's executors is not property. We submit that when such is the case the creditors of a married woman can still come in before her appointees under a will or under a voluntary deed subsequent to the contract.

It is to be noted that both Turner, L.J., in *Johnson v. Gallagher*, and Bowen, L.J., in *Ex parte Gilchrist*, state that in no case have creditors been allowed to take any of the corpus of the fund subject to the power in the lifetime of the married woman.

*Settlements made in fraud of creditors.*—Section 19 of the Married Women's Property Act, 1882, provides that no restriction against anticipation in any settlement or agreement for a settlement of a woman's own property to be made by herself shall have any validity against her debts contracted before marriage. It had already been held, under the Act of 1870, that property settled to the separate use of a married woman was liable for her debts contracted before marriage, notwithstanding a restraint on anticipation, and whether the settlement was made by a stranger or by herself: *Sanger v. Sanger* (19 W. R. 792, 11 Eq. 470), *London and Provincial Bank v. Boyle* (26 W. R. 573, 7 Ch. D. 773); and see *Oxford v. Reid* (37 W. R. 291), where the proper form of judgment is given. The separate estate was equally liable, although the debts were not contracted by the married woman herself, but were debts of a testator, for which she was liable as a devisee who had alienated the devised lands: *Re Hedgley* (35 W. R. 472, 34 Ch. D. 379). The provisions of the Act, although they only extend to invalidate restraints on anticipation imposed by the woman herself on her own property, do not, we presume, cut down the larger effect of these cases.

Section 19 further provides "that no settlement or agreement for a settlement shall have any further validity against the creditors of such woman than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors." This seems to refer to the power of creditors to set aside a fraudulent or voluntary settlement, and not to the validity in such a settlement of a clause restraining anticipation. It does not apply to settlements made before the Act: *Deckett v. Tasker* (36 W. R. 158, 19 Q. B. D. 7), *Smith v. Whitlock* (34 W. R. 414).

## CORRESPONDENCE.

### DECLARATIONS UNDER THE PATENTS ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Can you, or any of your numerous readers, suggest any explanation of the extraordinary official notice just published in the *Patents Journal* as to declarations under the Patents Act? It runs as follows:—

"All declarations made under the Statutory Declarations Act, 1835, for use in the Patent Office, must, on and after the 1st of March, 1889, be made before either a justice of the peace or a notary public, and not before a commissioner of oaths."

This direction seems to me a most unreasonable one, and requires explanation. Apart from the extreme inconvenience to parties, who may not readily be able to find a J.P. or a notary, it would appear to be very unfair and a slight to commissioners for oaths.

Personally, I have had my commissions for oaths for more than twenty years, and I should imagine my signature to a declaration to be quite as reliable as that of a notary—perhaps only just admitted.

A. MACDONALD BLAIR.

5, St. James's-square, Manchester, Feb. 23.

MUNTON v. LORD TRURO.

[To the Editor of the Solicitors' Journal.]

Sir,—As it is some considerable time since I reported progress, and numerous inquiries are (thanks to your courtesy) conveniently answered through the press, perhaps you will allow me to state in a word where we are.

The first *mandamus* was awarded to me as a grantee. The second proceedings were initiated by me as a grantor, and beside the defence that the oath was not effectually taken before a Judicature Act com-

missioner, the registry set up that a grantor had no personal interest in the registration.

I am precluded from expressing any opinion, but in the interests of the profession our counsel advised a concurrent action (to be consolidated), based upon a subsequent Middlesex conveyance in which I happened to be once more a grantee. I see no hope of this consolidated process being brought to trial this side of Easter.

FRANCIS K. MUNTON.

95a, Queen Victoria-street, E.C., Feb. 27.

### SOME PRACTICAL SUGGESTIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—The introduction of the Lord Chancellor's Land Transfer Bill requires immediate action on the part of the profession. To that end allow me to suggest—

1. The calling of a meeting by the Incorporated Law Society to which all solicitors, whether members or not, should be invited.

2. The appointment of a strong representative committee to act with the council.

3. The presentation to Parliament of petitions by the Incorporated Law Society and by the provincial societies against the Bill upon the ground

(a) Of its demerits, including what has, I think, been rather overlooked—viz., the facilities it would afford for fraud by forgery and personation, and

(b) That it does not secure to solicitors their vested statutory rights, and makes no provision for compensation for the loss of such rights.

4. That solicitors in every constituency should form themselves into committees, and by such committees and personally bring their influence to bear upon their parliamentary representatives, and also upon the members of the House of Lords.

5. That where possible the provincial law societies should act with these committees.

6. That the Incorporated Law Society should supply every solicitor with a concise statement shewing how solicitors are affected by the Bill, and a similar statement should be sent to the members of both Houses of Parliament.

A SOLICITOR.

February 28.

### THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I confess it was with no small regret that I read the leader in your last number on the Land Transfer Bill, following, as it did, some of the letters on the subject you have recently published.

That the profession have any vested interest which would entitle us to compensation if a measure for the simplification of the laws relating to the transfer of land and conveyancing generally were passed I cannot believe; that any claim for such compensation would be considered by Parliament is hardly conceivable. Nay, more, any measure that will really simplify and cheapen dealings with real property would, in my view, be a boon to the profession no less than to the public, for I have always thought the interests of the land-owners are identical with those of our profession.

That the proclamation which has excited the ire of your correspondents as well as of yourself was ill-advised and objectionable I fully allow. That it, or any similar notices, will do any serious injury to the profession I do not myself fear; for it strikes me that the principle that gave point to the old circuit toast, "To the clients who are their own lawyers," is of more or less universal application; but anyhow, when any serious attempt is made to empower outsiders to do the work of the profession, or to provide for its transaction by Government officials, it will be time enough for us to resist such attempt—and the resistance of the council will, I am satisfied, not be half-hearted. But I can conceive no more unfortunate position for the Council of the Incorporated Law Society, or solicitors generally, to take up than the one you suggest: that all our influence is to be used to defeat any measure that may affect our own interests whatever may be its public advantages.

If the idea were generally accepted that this position had been adopted by the profession, I think that the greater part of our influence would be at an end. The influence of the solicitors has been increasing for many years, and probably is greater now than it ever was before, but this influence we owe, as I would suggest, to the conviction of all persons whose opinion is worth having that the lawyers as a body have not subordinated the interests of the public to their own. I am not sure that our clients will altogether appreciate Lord Halsbury's cynicism; of which his famous saying about the canting view—which is either a truism or means a great deal more than the words, read literally, express—his refusal to pass any part of his Bill unless he could pass it entire, compulsory clause included, and his objection to the select committee hearing evidence, are all a part.

I am not concerned to defend the exact phrases of the resolutions passed at the conference last year, but I think I may say that the general line adopted by the council commended itself to nine-tenths, if not to a larger proportion, of the members of that conference. The view that found most acceptance there was this: That for the profession to throw itself across the Bill and to oppose any and every scheme for the establishment of a system of registration of titles to realty and for conveyance by entry on that register would be unwise on many grounds.

I do not myself think that a system of registration of title would, except indirectly, lessen the emoluments of solicitors, and my dislike to the compulsory clauses of that Bill, so far as such dislike was purely selfish, was due far more to the fact that I own a little land, and I do not want to find myself hampered in dealing with it, than to any other consideration.

Such a Bill as that introduced last session would, I allow, injure us indirectly, as it would in my view so seriously hamper and complicate all dealings with land as to deter everyone who could avoid so doing from selling or mortgaging until some way of evading the Act had been discovered. But why people with an idea—people who, like Lord Halsbury, have never made the practice of conveyancing a study, and who fancy that great economy is to be secured by registering their titles—should not be allowed to gratify their whim, provided they are prepared to pay the consequent cost, I do not understand, so long as they do not compel other people, who know better, to incur this expense and submit to this difficulty.

The wise course, as I put it then, for our branch of the profession to adopt is to confine our opposition to the compulsory clauses of the Bill. In such opposition we shall have the support of our clients—it enables us to put the matter before them in a way in which they will understand and appreciate it, and I do not think the compulsory clauses can be carried in the face of the general objection that would be manifested to them. But if the opposition to the Bill is based on the simple ground of the interests of the lawyers, I fancy it may have a very different result; and, in fact, it occurred to me that the official notice that has excited so much comment was a cleverly-laid trap, and that it was intended to provoke some action on the part of the solicitors that would enable Lord Halsbury to suggest that their opposition is merely selfish.

I ought, perhaps, not to ask you to find room for so lengthy a letter, but I should like, if no one else does so, to urge on any members of the profession who, like the Ephesian silversmiths of old, fear that "our craft is in danger of being set at nought," that we should take as our example the town clerk of Ephesus, who alone kept his head, and told the excited people that they ought to be quiet and do nothing rashly; and I believe I speak the views of the vast majority of solicitors when I say that the Council of the Incorporated Law Society fully deserve our confidence, support, and gratitude.

H.

[See observations in leader.—ED. S. J.]

## REGISTRATION OF LAND CHARGES.

[To the Editor of the Solicitors' Journal.]

Sir,—I am requested to state that the supposition in your article of last week, that any land charge or other document, in respect of which registration was made under the Land Charges Registration and Searches Act, 1888, was indorsed by an official in this office as registered, but not signed by him, was erroneous. No indorsement is ever made under that Act. ERNEST W. EATON.

Land Registry, Staple-inn, Feb. 25.

[Our correspondent is mistaken in supposing that we referred to the matter at all in our article last week. We presume he refers to the casual observation in our issue of the previous week on the office which "allows an unsigned indorsement to go out." We withdraw that observation, and cheerfully substitute the words, "which allows no indorsement at all to be made."—ED. S. J.]

On Monday the Lord Chancellor introduced a Lunacy Acts Amendment Bill, stating that he should very shortly introduce a Bill consolidating the Lunacy Acts.

Mr. Baron Pollock's aversion, says the *St. James's Gazette*, to try any case involving a question of account is well known. An amusing incident bearing on this peculiarity of the learned baron happened the other day. The counsel for the plaintiff, in opening a case before his lordship, stated at the commencement of his address that his client's husband had gone to "his long account." "What is that?" asked the learned judge, pricking up his ears. "A long account? I'm not going to try a question of account. I shall refer this case." It was then explained, amid much laughter in court, what the plaintiff's counsel really meant.

## CASES OF THE WEEK.\*

### Court of Appeal.

LAMPLUGH v. NORTON AND OTHERS—No. 1, 21st February.

TITHE RENT CHARGE—POOR RATE—ASSESSMENT UPON OWNER OF RENT CHARGE—RIGHT TO DISTRAIN—TITHE COMMUTATION ACT, 1836 (6 & 7 WILL. 4, c. 71) ss. 69, 70—TITHE COMMUTATION AMENDMENT ACT, 1837 (1 VICT. c. 69) s. 8.

By section 69 of 6 & 7 Will. 4, c. 71, every rent charge payable instead of tithes shall be subject to all parliamentary, parochial, and other rates, charges, and assessments, in like manner as the tithes commuted for such rent charge have heretofore been subject. By section 70 all rates and charges to which any such rent charge is liable shall be assessed upon the occupier of the lands out of which such rent charge shall issue; and in case the same shall not be sooner paid by the owner of the rent charge, may be recovered from such occupier in like manner as any poor rate assessed on him in respect of such lands. By section 8 of 1 Vict. c. 69 all rates and charges to which any rent charge payable in lieu of tithes shall be liable may be assessed upon the owner of the rent charge, and may be recovered from the occupiers of the lands out of which such rent charge shall issue, in case the same shall not be sooner paid by the owner of the rent charge, in like manner as any poor rate assessed on such occupier in respect of such lands may be recovered. The plaintiff, the owner of a tithe rent charge, was assessed to the poor's rate in respect thereof, and not having paid the rate, the defendants, the overseers of the poor, distrained upon his goods to recover it. In an action to recover damages for illegal distress, Wills, J., gave judgment for the plaintiff.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) affirmed this judgment. The two statutes formed a complete code as to the subject-matter of assessment, the creation of liability, and the mode of enforcing payment. The remedy for the recovery of the rate was provided by the Act, and that was the only remedy. The remedy was by distress, not upon the owner of the tithe rent charge, but upon the occupier of the lands out of which the rent charge issued. The distress, therefore, was illegal.—COUNSEL, *Sewne*, Q.C., and *H. Bertram Cox*; *Channell*, Q.C., and *H. B. Deane*, SOLICITORS, *White, Borrell, & Co.*; *Palmer & Bull*, for *Scudamore & Brennan*, Maidstone.

"THE MOORCOCK"—No. 1, 25th February.

SHIP—SHIP AT WHARF IN RIVER—INJURY SUSTAINED BY TAKING GROUND—IMPROPER CONDITION OF BED OF RIVER—IMPLIED CONTRACT BY WHARF-OWNER.

Action to recover damages for injuries sustained by the steamship *Moorecock*. The defendants were the owners of a wharf on the River Thames, at which wharf there was a jetty running out into the river. The plaintiff, the owner of *The Moorecock*, made an agreement with the defendants to load and discharge *The Moorecock* at the defendants' wharf. To do this it was necessary to moor the vessel alongside the jetty, and the vessel would have to take the ground at every tide. While the vessel was so moored she took the ground, and owing to the uneven nature of the bottom of the river she sustained certain injuries. In an action to recover compensation, Butt, J., held that it was an implied term of the contract that the defendants had taken reasonable care to ascertain that the bottom of the river at the jetty was in such a condition as not to endanger the vessel using the wharf in the ordinary way. He found that the defendants had not taken this care, and gave judgment for the plaintiff (37 W. R. 31). The defendants appealed.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that the agreement with the plaintiff was that he should use the wharf in such a manner that he must use the river directly in front of the jetty. He agreed with Butt, J., that the use of the defendants' premises by a vessel like *The Moorecock* could not be had without her mooring alongside the jetty and taking the ground. The owners of the wharf had the means of ascertaining the state of the bottom of the river. Shipowners had no such means. What was the reasonable implication in such a contract and under such circumstances? Business could not be carried on unless there was some implied duty on the part of the defendants as to the bottom of the river. They were not bound to say what was the whole duty to be implied. In his opinion honest business required them to imply that the defendants had undertaken to take reasonable care to ascertain that the bottom of the river was reasonably fit for any purpose for which they had agreed that the jetty should be used, and then either to make it reasonably fit or to warn persons that it was not. The defendants had not taken any such care, and so the judgment was right. BOWEN, L.J., concurred. Implied warranties in all cases arose in law from the presumed intention of the parties so as to give the contract such efficacy as the parties must have intended it to have. The implication, therefore, was different in each case. In business the purpose was to give business efficacy to the contract. It was to make the person promise in law as much, at all events, as must have been in the contemplation of the parties that he should promise. Both parties knew that the jetty could not be used without the vessel taking the ground, and that therefore, unless the ground was safe, the vessel would run risk of injury. The owners of the wharf could always ascertain the condition of the bottom of the river. The distinction between this case and *Mersey Docks v. Gibbs* (14 W. R. 872) was that in this case the berth was not under the control of the defendants. The

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

duty must therefore be modified. The law would not assume the defendants to be liable to make the bottom of the river safe, but they must take reasonable care to ascertain that the berth was safe, and if not to warn persons. *FRY, L.J., concurred.*—COUNSEL, *J. G. Barnes, Q.C., and W. S. Robson; Finlay, Q.C., and F. W. Hollans.* SOLICITORS, *T. Cooper & Son; Hollans, Son, & Coward.*

**Re THE ARBITRATION BETWEEN THE YEADON LOCAL BOARD AND THE YEADON WATERWORKS CO.—No. 2, 26th February.**

PUBLIC HEALTH ACT, 1875, s. 180—ARBITRATION—UMPIRE—TIME WITHIN WHICH AWARD MUST BE MADE.

This was an appeal from the refusal of Kay, J., to set aside the award made by the umpire in an arbitration under the Public Health Act, 1875, between the Yeadon Waterworks Co. and the Local Board of Yeadon, in the West Riding of Yorkshire. The question on the appeal was as to the limit of time within which the umpire should make his award. Sub-section 9 of section 180 of the Act provides that "the time for making an award by arbitrators under this Act shall not in any case be extended beyond the period of two months from the date of the submission, and the time for making an award by an umpire under this Act shall not in any case be extended beyond the period of two months from the date of the reference of the matters to him." Sub-section 6 provides that "if a single arbitrator . . . fails to make his award within twenty-one days after his appointment, or within such extended time, if any, as may have been duly appointed by him for that purpose, the matters referred to him shall be again referred to arbitration under the provisions of this Act as if no former reference had been made." The Act does not expressly fix a time within which an umpire must make his award. A dispute between the company and the board was referred to arbitration under the Act. On the 14th of December, 1887, the board appointed an arbitrator. On the 22nd of December the company appointed an arbitrator. On the 3rd of January, 1888, the arbitrators met, but nothing was done beyond extending their time for making the award until the 20th of February. On the 10th of January the arbitrators met and appointed an umpire. On the 25th of January a notice appointing a meeting of the umpire and the arbitrators was signed by the umpire and the arbitrators and sent to the solicitors of both parties. On the 1st of February the arbitrators and the umpire held their first meeting, and were attended by the solicitors for both parties. The meeting was then adjourned *sine die*; no extension of the time for making his award was appointed by the umpire, but, on the 19th of April, 1888, notice to attend having been given to both sides, the umpire made his award. The company moved to set aside the award, on the ground (*inter alia*) that the award had not been made within the time required by the Public Health Act. Kay, J., held that the time for making the award was governed by sub-section 9 of section 180 of the Public Health Act, 1875, and there being no evidence to satisfy him that any reference to the umpire, as distinguished from the arbitrators, had been made prior to February 20, he accordingly held that the umpire had two months from February 20 for making his award, and consequently that the award made on April 19 was within the proper time.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) reversed the decision. COTTON, L.J., said that the second part of sub-section 9 necessarily implied that there was an original limit of time within which an umpire should make his award, otherwise there would have been no necessity to provide for an extension of the time. His lordship did not think that the term "single arbitrator," used in sub-section 6, referred to an umpire. Though, therefore, with respect to an umpire, the Act did not expressly fix an original limit of time for his making an award, it was clear that the framers of the Act thought that there had been an original limit of time fixed. His lordship was therefore of opinion that it would be right, acting by analogy to the case of arbitrators, to hold that the original limit of time for an umpire to make his award was twenty-one days from the date of his appointment; and even if the umpire had a period of two months for making his award, the time, in his lordship's opinion, ran from February 1, and therefore the award made on April 19 was out of time. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Sir Horace Davey, Q.C., Renshaw, Q.C., and Eyre; Marten, Q.C., Rigby, Q.C., and F. T. Procter.* SOLICITORS, *Jaques & Co.; Ullithorne, Currey, & Villiers.*

### High Court—Chancery Division.

**Re CRITERION GOLD MINING CO.—Kay, J., 23rd February.**

COMPANY—WINDING-UP PETITION—WITHDRAWAL BY PETITIONER—COSTS.

In this case the question was raised how the costs upon a winding-up petition ought to be dealt with when the petitioner withdraws the petition. Here a petition for winding up the above company had been presented by a creditor in respect of a judgment debt, but since its presentation a compromise had been effected by which the creditor agreed to accept a security for his debt. He now asked leave to dismiss the petition. Two contributories of the company had appeared in answer to the advertisement of the petition, with the intention of opposing it, and counsel on their behalf contended that they were each entitled to a separate set of costs from the petitioner, and not merely to one set of costs between them, this having been so decided by Chitty, J., in *Re North Brazilian Sugar Factories* (31 SOLICITORS' JOURNAL, 125), followed by North, J., in *Re Paper Bottle Co.* (37 W. R. 214, 40 Ch. D. 52), the reason being that, as by the act of the petitioner the merits of the petition had not been gone into, the court had no means of knowing whether the contention of persons appearing, either to support or oppose, would or would

not have been successful. On behalf of the petitioner it was pointed out that the decision in *North Brazilian Sugar Factories Co.* had been explained by Chitty, J., in the case of *Re Peckham Tramways Co.* (57 L. J. Ch. 462) where his lordship stated that in each case the court should look narrowly into the circumstances and see whether the parties appearing were justified in appearing separately.

KAY, J., adopted this as the true rule. His lordship said he objected extremely to a hard and fast rule as to costs. In this case the petition had been compromised, and the court would do all in its power to encourage this, and to discourage litigation. But, to make a rule that every creditor and contributory appearing on a petition which is withdrawn by arrangement, whether he has supported or opposed, is to have separate costs, would make it necessary for a petitioner to go on with his petition and fight it out, notwithstanding that he and the company were both willing to compromise, in order that he might have a smaller amount of costs to pay. The court ought to regard the circumstances of each particular case, and make such order as to costs as should be just. In the present case he should give the two contributories who had appeared one set of costs between them.—COUNSEL, *Beddall; Macaskie; Leach.* SOLICITORS, *A. Myers; E. Beall; Slaughter & May.*

**PATTEN v. BOND—Kay, J., 21st February.**

MORTGAGE—PAYMENT OF MORTGAGE DEBT BY PERSON NOT INTERESTED—RIGHT TO HAVE MORTGAGE KEPT ALIVE—PAYMENT AT REQUEST OF PERSONS INTERESTED—SUBROGATION—TRUST MONEY, RIGHT TO FOLLOW.

Trustees of leaseholds, subject to a mortgage for £1,000, were called upon by the mortgagee to pay off £600 of the mortgage debt. They borrowed £600 from third parties, who were trustees of another fund, and paid off the mortgage to that extent. Subsequently the persons beneficially entitled obtained a reconveyance to themselves of the property, and the lenders now claimed against them a declaration that they, the lenders, were entitled to a charge on the property for £600 and interest, and to the benefit of the mortgage to that extent, and that the beneficiaries were trustees of the mortgage for them. Interest had been paid to the lenders ever since the advance.

KAY, J., said that everything had been done with the consent, and at the request, of the tenant for life of the mortgaged property, and all the persons interested had full knowledge of all the circumstances. Where a person not interested in the equity of redemption paid off part of a mortgage, the court would hold that the mortgage was kept on foot to that extent for his benefit. No one could doubt that that doctrine would have been applied in favour of the trustees if they had paid off the mortgage out of their own money. The question was whether the lenders, who were third parties, were entitled to the same relief; and, secondly, whether they could stand in the shoes of the trustees at whose request they had lent the money. If the doctrine of subrogation did not apply to that extent it was of very little value. Besides that the plaintiffs had the right to follow this £600 as trust money. They were entitled to the relief asked on all three grounds.—COUNSEL, *Ince, Q.C., and Vernon R. Smith; Jelf, Q.C., and Blakesley.* SOLICITORS, *W. H. Hazard, for Hazard & Pratt, Harleston.*

**Re BLAKE, BLAKE v. POWER—Kay, J., 23rd February.**

HUSBAND AND WIFE—SEPARATE ESTATE—HUSBAND AN EXPRESS TRUSTEE—RECEIPT OF INCOME BY HUSBAND—REALIZATION AND RECEIPT OF PROCEEDS BY HUSBAND—PRESUMPTION OF GIFT—ASSENT OF WIFE—ACCEPTANCE BY HUSBAND—DEBTOR AND CREDITOR—CLAIM OF WIDOW AS CREDITOR ON HUSBAND'S ESTATE.

This was a claim by a widow to rank as a creditor against the estate of her late husband for £10,000, which, it was stated in their marriage settlement, had been transferred to their joint names in trust for her separate use. They lived together, and the husband, with his wife's consent, received the income of the £10,000, and afterwards realized the capital and applied it to his own use, but he always spoke of it as his wife's £10,000. She alleged that, before the marriage, she had intended to give him the £10,000, but that he would not consent, and she did not say that she had not done so since. In an affidavit verifying a schedule of his debts, which did not include this sum, she said that there were no other debts. The question was whether this evidence was sufficient to discharge the burden of proving that she had given the £10,000 to her husband, so as to make it incumbent on the wife to prove that she had not done so.

KAY, J., said that the evidence was not clear enough to destroy her separate estate. She could not recover the income which had been received by her husband and applied for the benefit of the family, but there was no proof that the capital had ever been accepted by the husband as a gift. He was an express trustee of the £10,000, and the evidence was not sufficient to shew an intention to destroy the trust. The wife was entitled to claim as a creditor of his estate.—COUNSEL, *Renshaw, Q.C., and Theobald; Smart; Baines; Stokes; Ingpen.* SOLICITORS, *Blount, Lynch, & Petre; Ward, Mills, & Witham; Gordon & Dalbiac.*

**BACHELOR v. BIGGER—Kay, J., 25th February.**

LANDLORD AND TENANT—COVENANT TO PAY OUTGOINGS OF EVERY DESCRIPTION—FRONTAGE OWNER'S PROPORTION OF PAVING STREET—LENGTH OF LEASE—METROPOLIS LOCAL MANAGEMENT ACT, 1855 (18 & 19 VICT. C. 120), s. 105—METROPOLIS LOCAL MANAGEMENT ACT, 1862 (25 & 26 VICT. C. 102), s. 96.

By an agreement for a lease of a house for three years, at a rent of £75 per annum, the tenant covenanted "to pay all sewers rate, tithe rent-charge, land tax (if any), and all existing and future taxes, rates, assess-

ments, and outgoings of every description payable by landlord or tenant in respect of the premises during the tenancy (except the landlord's property tax)." The local board made a claim upon the landlord and tenant for £68 15s. 11d., the share of the expenses of paving the road abutting on the house which had been apportioned to it.

KAY, J., said that it was settled by *Aldridge v. Ferne* (17 Q. B. D. 212) that the words of the agreement were large enough to cover this payment, and he could not hold that their meaning was altered because the agreement was only for a term of three years. The tenant must pay the amount claimed by the board.—COUNSEL, *Ere*; *Millar, Q.C.*, and *E. Knoles Corrie*. SOLICITORS, *Evans & Batchelor*; *Saffery, Huntley, & Son*.

**ROBINSON v. GALLARD**—Chitty, J., 23rd February.

R. S. C., XLII., 3, 9—SPECIFIC PERFORMANCE—EXECUTION.

In this case the plaintiff had obtained judgment for specific performance of a contract to purchase real estate; for an account to be taken in chambers of what was due by the defendant, the purchaser; and for payment by him of the amount certified on a day to be fixed by the judge in chambers, and thereupon that the plaintiff should deliver to the defendant the conveyance and hand over the title deeds. The chief clerk having made his certificate, and a time and place for payment having been fixed, the plaintiff duly attended with the conveyance and deeds, but the defendant did not attend. The plaintiff accordingly moved for an order directing the defendant, within four days, to pay into court to the credit of the action the amount certified to be due from him, and the plaintiff to thereupon hand over to the defendant the conveyance and deeds. *Morgan v. Brisco* (34 W. R. 193, 31 Ch. D. 216) and *Bell v. Denvir* (34 W. R. 638) were cited.

CHITTY, J., said that the order asked for could not be made, as when payment had been ordered to be made to the plaintiff personally, the plaintiff could not obtain an order for payment into court, because the matter was completed, but where money due to the plaintiff was ordered to be paid into court, the plaintiff could obtain an order for payment to himself, because the matter was not completed upon the previous judgment or order. Upon the order directing payment to the plaintiff execution might issue, notwithstanding that the order also imposed an obligation upon the plaintiff as to the delivery of the conveyance and deeds. The plaintiff, however, was entitled to an order for payment by the defendant within seven days after service, and that thereupon the plaintiff should deliver to the defendant the deeds and conveyance, so as to work out the order originally made.—COUNSEL, *Romer, Q.C.*, and *Nalder*; *Byrne, Q.C.*, and *T. L. Wilkinson*. SOLICITORS, *Collyer-Bristow, Withers, Russell, & Hill*; *Lidiard*.

**Re TENNANT**—North, J., 25th February.

SETTLED LAND—PROCEEDS OF SALE—INVESTMENT—LAND SOLD UNDER PROVISIONS OF SETTLED ESTATES ACT, 1877—SETTLED LAND ACT, 1882, ss. 21, 33.

This was an application by the tenant for life of settled land for a declaration that a fund, which had arisen from the sale of settled land, could properly be invested by the trustees in some of the securities authorized by section 21 of the Settled Land Act, 1882, for the investment of capital moneys. Section 33 of the Act provides that: "Where, under a settlement, money is in the hands of trustees, and is liable to be laid out in the purchase of land to be made subject to the settlement, then, in addition to such powers of dealing therewith as the trustees have independently of this Act, they may, at the option of the tenant for life, invest or apply the same as capital money arising under this Act." In the present case the land had been sold under the Settled Estates Act, 1877. The purchase-money was paid into court in 1878, and the court then appointed two persons trustees to receive the purchase-money, which they were to apply first in the discharge of certain incumbrances, and as to the residue in some one or more of the modes mentioned in section 34 of the Act of 1877, one of which is "the purchase of other hereditaments to be settled in the same manner as the hereditaments in respect of which the money was paid." The money was, meanwhile, to be invested in Consols, the dividends of which were to be paid to the tenant for life. This was done, and at the time when the present application was made the money still remained invested in Consols. The application was for a declaration that the trustees could properly change the investment into certain railway debenture stock.

NORTH, J., said that he had felt a difficulty in altering or adding to the already existing express order of the court as to the application of the money. But in *Re Mackenzie's Trusts* (23 Ch. D. 750), Chitty, J., had, in a similar case, made an order similar to that which was now asked, and his lordship would follow that decision. The ground of the decision was, that, if the money was invested in land, as it might be under section 34 of the Act of 1877, the land could at once have been sold by the tenant for life under the Settled Land Act, and the proceeds of sale invested in the mode which the court was now asked to sanction. And Chitty, J., held that this could be done in one step, instead of in two. His lordship would follow that decision. But the application was made in the sole interest of the tenant for life, and he must pay the costs of it. The proposed investment could not be regarded as a permanent one.—COUNSEL, *A. R. Kirby*. SOLICITORS, *Gedge, Kirby, & Co.*

**BUCKLEY v. THE ROYAL NATIONAL LIFEBOAT INSTITUTION**—North, J., 26th February.

CHARITABLE TRUST—VALIDITY—INTEREST IN LAND—BONDS OF HARBOUR TRUST—9 GEO. 2, c. 36.

The question in this case was, whether the bonds of the Swansea Har-

bour Trustees created an interest in land, so that they could not be validly given on trust for a charity. The bonds were issued under the Swansea Harbour Act, 1854 (17 & 18 Vict. c. cxxvi.), which incorporated a body of trustees for the management of the harbour, and the construction of certain works. The Act empowered the trustees to acquire land compulsorily and by agreement, the Lands Clauses Consolidation Act, 1845, being incorporated with the special Act. The trustees were empowered to levy certain rates in respect of vessels entering or leaving the harbour, and in respect of goods loaded into or discharged from vessels in the harbour, and to demand tolls for the passage of passengers and animals over certain bridges belonging to them. They were also authorized to lease any of the rates, dues, and tolls by the Act authorized at a rent. For the purposes of the Act the trustees were authorized to borrow money "on mortgage of the several tolls, rates, and dues by this Act authorized," and it was provided that the mortgagees might enforce the payment of the arrears of interest due to them by the appointment of a receiver. The principal and interest of the moneys borrowed were to be paid out of a fund called the "Swansea Harbour Fund," which was to be constituted of the rates, dues, and other sums of money received by the trustees. The Act did not empower the trustees to mortgage land belonging to them, or rents of land. By the bonds the trustees, in consideration of £100 paid to them by the lender, granted and assigned unto him "such proportion of the several rates, tolls, rents, and other moneys arising by virtue of the Act as the said sum of £100 doth or shall bear to the whole sum which is or shall be borrowed upon the credit of the said rates, tolls, rents, and other moneys" to hold to the lender until the £100, with interest thereon, should be paid, the principal to be repaid at the end of seven years; the interest to be paid half-yearly by means of interest warrants. It was argued, on behalf of the charities, that the bonds did not give to the bond-holder any interest in or charge upon land; that they only created a charge on the undertaking of the trustees as a going concern, which charge was to be enforced by means of the appointment of a receiver, who would receive only the surplus of the income after discharging the expenses of carrying out the purposes of the Act: *Gardner v. London, Chatham, and Dover Railway Co.* (L. R. 2 Ch. 385, 15 W. R. 325) and *Attree v. Hawes* (9 Ch. D. 337, 22 SOLICITORS' JOURNAL, 702) were relied upon.

NORTH, J., held that, by reason of the charge on the bridge tolls, the bonds were impure personality. He held that, as the trustees had power to let their tolls, they had power to mortgage the rent arising out of the tolls which they were authorized to mortgage. In this way the word "rents" in the bonds was satisfied, though there was no power to mortgage rents arising out of land. He was of opinion that the cases relied upon did not apply, and that the bonds did not create a mortgage of the whole undertaking, entitling the mortgagee to receive only the fruit of the growing tree. In his opinion there was a mortgage of the particular things mentioned in the bonds. The tolls or rates in respect of ships and goods did not in any way savour of realty. They were within the decision of the Court of Appeal in *Re Christmas* (33 Ch. D. 332). But he thought that the bridge tolls were governed by *Knapp v. Williams* (4 Ves. 430 note), the authority of which he considered to have been in no way shaken by *Re Christmas*. In *Knapp v. Williams* the charge was upon turnpike tolls only, and it was held to be an interest in land which could not be given to a charity. He must therefore hold that the bonds now in question were impure personality.—COUNSEL, *Everitt, Q.C.*, and *Cruikshank*; *Vaughan Hawkins and Dibdin*. SOLICITORS, *Murray, Hutchins, & Sterling*; *Clayton, Sons, & Fergus*.

**High Court—Queen's Bench Division.**

**CARVER v. BUGGLEUGH**—18th February.

R. S. C., XIV., 1—CLAIM FOR COMPENSATION UNDER THE AGRICULTURAL HOLDINGS ACT, 1883—JURISDICTION OF HIGH COURT.

This was an appeal from an order of Mathew, J., at chambers. The plaintiff was a tenant of a farm belonging to the defendant. Notice to determine the tenancy having been duly given, the question of compensation to be paid by the defendant to the plaintiff, both for improvements within the Agricultural Holdings Act, 1883 (46 & 47 Vict. c. 61), and also for improvements outside the Act, arose between the parties. Arbitrators having been appointed, it was agreed that the sum of £1,413 was due from the defendant to the plaintiff, and an award for that sum was accordingly made. The defendant having paid £1,100, the plaintiff brought this action for the balance, claiming as on an ordinary common law award. The defendant contended that the award was an award under the Agricultural Holdings Act, 1883, and that, therefore, by virtue of sections 24 and 57 of that Act the High Court had no jurisdiction to entertain the matter. Section 24 is as follows:—"Where any money agreed or awarded or ordered on appeal to be paid for compensation, costs, or otherwise, is not paid within fourteen days after the time when it is agreed or awarded or ordered to be paid, it shall be recoverable, upon order made by the judge of the county court, as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable." Section 57 is as follows:—"A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorized by this Act in respect of any improvement for which he is entitled to compensation under or in pursuance of this Act, but where he is not entitled to compensation under or in pursuance of this Act he may recover compensation under any other Act of Parliament, or any agreement or custom, in the same manner as if this Act had not passed." The defendant accordingly, without entering an appearance to the action, applied at chambers to set aside service of the writ of summons. This

application was dismissed by the master, and his decision was affirmed by Denman, J. The plaintiff then applied under order 14 for summary judgment. Both the master and Mathew, J., gave the defendant unconditional leave to defend. The plaintiff appealed to the Divisional Court. It was argued on his behalf that *Shrubbs v. Lee* (59 L. T. N. S. 376) shewed that the language of the Agricultural Holdings Act was permissive and not compulsory, and that it was open to the parties to agree to a reference outside the Act. This award was not in fact an award under the Act, and therefore this court had jurisdiction; and, there being no other defence, the plaintiff was entitled to judgment under order 14. On the part of the defendant the notices of appointment of the arbitrators were produced to shew that the award was intended to be under the Act; and *Gas Light and Coke Co. v. Holloway* (52 L. T. N. S. 434) was cited as an authority that, under those circumstances, the High Court had no jurisdiction.

THE COURT (HUDDLESTON, B., and MANISTY, J.) dismissed the appeal. This was not a case for order 14. If the defendant shewed a plausible defence, whether technical or not, he had a right to defend. This was a question of jurisdiction depending on whether or not the award was an award under the Agricultural Holdings Act. The defendant was entitled to raise that question before the tribunal by which the case might be tried.—COUNSELL, *Courthope-Munro*; *Payet*. SOLICITORS, J. J. Chapman; *Nicholls, Manisty, & Co.*

## LAW STUDENTS' JOURNAL.

### RESULTS AT THE FINAL HONOURS EXAMINATION.

Eighty candidates attended the January Honours Examination, of whom five were placed in the first class, sixteen in the second, and seventeen in the third. The following facts in reference to the four first prizemen may prove interesting:—

Mr. A. Wansbrough Jones, B.A., who gained the Clement's-inn and Daniel Reardon prizes, was articled to Messrs. Miller, Stevens, & Co., of Norwich, and was educated at Woodhouse-grove School, Leeds, and Kingswood School, Bath. He matriculated at London University in January, 1882, and passed the Intermediate Examination in Arts and Laws in 1884, finally graduating in Arts in October, 1885. He was specially "coached" for the final examination during the last three months previously to the examination, but did not attend any of the society's lectures.

Mr. J. Kenyon Parker, who gained the Clifford's-inn prize, was educated at the Sheffield Collegiate School, and was afterwards articled to Mr. J. Brailsford, of the firm of Parker & Brailsford, Sheffield. Mr. Parker not attend any of the lectures given at the Incorporated Law Society, but was privately "coached" for four months prior to the examination.

Mr. H. Sansome Preston, the New-inn prizeman, was articled to Messrs. Robinson, Preston, & Stow, of Lincoln's-inn-fields.

Mr. J. C. Moreton Thompson, LL.B., who obtained the first of those prizes particularly awarded by the society, was articled in London to Mr. Edward Carpenter, and educated at Oundle School—graduated in Law at London University, and obtained first class honours at the Final LL.B. Examination. He was not "coached" for the examination, nor did he attend any lectures of the Law society.

### THE INCORPORATED LAW SOCIETY.

#### HONOURS EXAMINATION.

January, 1889.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following candidates as being entitled to honorary distinction:—

#### FIRST CLASS.

[In order of merit.]

Arthur Wansbrough Jones, B.A., who served his clerkship with Mr. George Alden Stevens and Mr. Walter George Stevens, of the firm of Messrs. Miller, Stevens, & Co., of Norwich.

James Kenyon Parker, who served his clerkship with Mr. Joseph Brailsford, jun., of the firm of Messrs. Parker & Brailsford, of Sheffield; and Messrs. Munton & Morris, of London.

Herbert Sansome Preston, who served his clerkship with Mr. George James Robinson, of the firm of Messrs. Robinson, Preston, & Stow, of London.

John Charles Moreton Thompson, LL.B., who served his clerkship with Mr. George Edward Carpenter, of London.

Robert Charles Bolton, who served his clerkship with Mr. Arthur George Person, of the firm of Messrs. Wordsworth, Blake, & Co., of London.

#### SECOND CLASS.

[In alphabetical order.]

Walter Breakell, who served his clerkship with Mr. James Clarke, of Preston.

Arthur Angell Burton, B.A., who served his clerkship with Mr. Frederick Atkinson, of Hastings.

Robert William Charles, who served his clerkship with Mr. Robert Charles, of London.

Leonard Wing Crouch, who served his clerkship with Mr. Arthur Staunton Wade Gery, of Shefford; and Messrs. Newto, Calcott, & Calcott, of London.

George Goodman, who served his clerkship with Mr. Sidney Matthews, of the firm of Messrs. Hudson, Matthews, & Co., of London.

William Haworth Goulding, who served his clerkship with the late Mr. Rooke Pennington, and with Mr. Gilbert Joseph French, both of Bolton.

Edward Hobbs, who served his clerkship with Mr. Richard Marvin, of of Southsea; and Messrs. Williamson, Hill, & Co., of London.

William Thomas Holland, B.A., who served his clerkship with Messrs. Druces & Attlee, of London.

Francis Jewson, who served his clerkship with Mr. Sydney Cozens-Hardy, of Norwich.

Martin Percy Oldfield, who served his clerkship with Mr. Herbert Rooke Oldfield, and with Mr. Frederick Henry Rooke, both of London.

Thomas William Stuchberry, who served his clerkship with Mr. Daniel Clarke, of High Wycombe.

Ernest William Swift, who served his clerkship with Mr. John Oakden Swift, of St. Helen's and Liverpool.

James Sykes, who served his clerkship with Mr. Thomas Henry Ramsden, of Huddersfield.

James Tilly, who served his clerkship with Mr. William Tilly, of the firm of Messrs. Johnson & Tilly, of Lancaster.

Miles Walker, who served his clerkship with Mr. Thomas Watson, of Carlisle.

William Webster, who served his clerkship with Mr. Thomas Heald, of Wigan.

#### THIRD CLASS.

[In alphabetical order.]

Edmund Rushworth Abbott, who served his clerkship with Mr. George Russell Rogers, of London.

Frank Kimber Bull, who served his clerkship with Mr. Edmund Kimber, of London.

Herbert Arthur John Carden, who served his clerkship with Mr. Thomas Parkinson Harker, of Brighton.

Henry Arthur Pope Genge, who served his clerkship with Mr. Henry Symonds, of the firm of Messrs. Symonds & Sons, of Dorchester; and Messrs. Lovell, Son, & Pittfield, of London.

William Roberts Hampton, who served his clerkship with Mr. William Bach, of West Bromwich; and Messrs. Brownlow & Howe, of London.

Reginald James Harris, who served his clerkship with Mr. William Bennett Barton Freeland, of the firm of Messrs. Raper & Freeland, of Chichester; and Messrs. Robinson, Preston, & Stow, of London.

Benjamin Hawkins, who served his clerkship with Messrs. Danger & Cartwright, of Bristol; and Messrs. Ley, Lake, & Ley, of London.

Francis Joseph Humphreys, B.A., who served his clerkship with Mr. Edward Humphreys, of the firm of Messrs. Grover & Humphreys, of London.

Harold Harry Robertson Jecks, who served his clerkship with Messrs. Sharnan & Jackson, of Wellinborough.

Thomas Davies Jones, who served his clerkship with Mr. Llewelyn Adams, of Ruthin; and Messrs. Rookes & Co., of London.

Edgar Lydekker, B.A., who served his clerkship with Mr. Charles Greaves Vincent, of Ryde; and Messrs. Gedge, Kirby, & Millett, of London.

Sydenham William Stephenson Nodes, who served his clerkship with the late Mr. William Ley, of the firm of Messrs. Ley, Lake, & Ley, of London.

Herbert Thornton Pullan, who served his clerkship with Mr. James Beaumont, of the firm of Messrs. Beaumont & Stephenson, of Leeds; and Messrs. Corbin & Greener, of London.

Hywel Llewelyn Rogers, who served his clerkship with Mr. Iityd Gardner, of Abergravenny.

Arthur Sims, who served his clerkship with Mr. Bertram Benjamin Van Praagh, of London.

Noel Whitley Strong, who served his clerkship with the late Mr. Arthur Richard Oldman, and Mr. John George Claburn, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Jones—Prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Parker—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Preston—Prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Thompson and Mr. Bolton—Prizes of the Incorporated Law Society—value 5 guineas each.

The council have given class certificates to the candidates in the second and third classes.

Eighty candidates attended the examination.

#### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 6th and 7th of February, 1889:—

Ackroyd, Samuel Hooley

Albu, Albert

Austin, William

Baty, William Bellerby

Bell, Leonard Henry

Bikker, Andrew Hay

Bill, John Francis

Booth, Herbert

Bouth, Osmonde Norman Delamere

Bowen, Frederick Geneva

Brown, Arthur Henry

Burdekin, Harold Pierson

Butler, James Alfred

Cartwright, Alfred Leonard

Chapman, Marcus James

Clarke, Frederick James Thresher

Clarke, Guy Fallows

Clarke, Richard Augustine

Clitherow, Richard William

Collia, Harry Nield

Cornwall, Robert  
Crane, George  
Creech, William Harry  
Crewe, Charles William  
Cross, Edward Peel  
Crowle, Percival Hugh Santo  
Crump, William Horace Charles  
Dale, John Edward  
Dalton, Harry Maxwell  
Davidson, Joseph Aloysius  
Dayrell, Elphinstone  
Duncan, James Fergus  
Edwards, William Harold  
Elliot, Gilbert Strange  
Emanuel, Walter Lewis  
Franks, Ernest Russell  
Gadenen, George Frank Fergusson  
Gibbs, Ernest Reginald  
Godson, Philip Herbert Tankerville  
Green, Frank Herbert  
Hill, John Benjamin Bishop  
Hoskins, Claude Hamilton  
Howard, William Fitzalan  
Iman, Arthur  
Keele, John Patten  
Kendall, Spencer Bernard  
Kimmond, Cyril Sebastian  
Lamb, Arthur  
Laws, Percy Charles  
Leaf, Walter Arthur Cunliffe  
Lee, Hugh Booth  
Levi, Lewis Joseph  
Lumsdon, George  
Lyell, James Patrick Ronaldson  
McLaughlin, Charles Walter

Meade, Richard Warren  
Merrick, William  
Middlemist, William Septimus  
Mott, Harold Fenwick  
Newell, Harold  
Newton, Edward Percival  
Oliver, Frederick Gronow  
Orams, Edward  
Osmond, William  
Palsgrave, Evan Philip  
Parker, Wilfrid Watson  
Pennell, Charles Lewin  
Raines, Harold Henry Bannister  
Randolph, George Boscawen  
Rendall, Athelstan  
Renny, Edmond Stewart  
Robbins, William Joseph  
Robinson, Albert Edward  
Rodgers, Thomas Edgar  
Rowe, James Edward  
Skingley, Henry Percy Chevallier  
Skipwith, Charles Frederick  
Steward, Ralph Oliver  
Symes, Charles Francis  
Terrell, James  
Thomas, Benjamin David  
Townsand, Frederick Octavius  
Venmore, John  
Wadsworth, Frederic Arthur  
Walsh, Andrew Lewis  
Weatherley, Leonard Sacheverell  
Charles Barnabas  
Whittingham, Joseph Parton  
Williamson, Henry Ernest  
Woodcock, Herbert

#### LAW STUDENTS' SOCIETIES.

**Bristol Law Students' Society.**—Feb. 25.—The society held a smoking concert at the Montague Hotel: Mr. E. M. Harwood, solicitor, in the chair. The programme included songs, recitations, and instrumental pieces by the following gentlemen:—The chairman, Messrs. R. C. Benson, Tratman, Taylor, G. H. Sinnott, Coles, Barker, and F. W. Cook (members); and Messrs. Bell, Shadwell, Pearce, Ford, Shepherd, and Norgate (visitors). Toasts to the Queen, the profession, the society, and the chairman were also duly honoured during the course of a very successful evening.

Feb. 26.—Mr. G. H. D. Chilton, Under-Sheriff of Bristol, in the chair. —Mr. E. J. Pillers moved:—"That, apart from the legal aspect of the case, if a publican's licence be not re-granted by the licensing authority, and there is no default on the part of the publican, he has a claim to compensation on grounds both of equity and public policy." Mr. H. H. Gregory opposed. Messrs. J. L. V. S. Williams, Bowley, and Isbell supported the mover, and Messrs. Kuee, Grey, A. Taylor, and Knight the opposer. The motion was lost by a majority of two. A committee was also elected to organize the annual mock trial.

#### LEGAL NEWS.

##### APPOINTMENTS.

Mr. JOHN LAIDMAN, solicitor, of 10, Serjeant's-inn, and of Greenwich and Lewisham, has been appointed Solicitor to the Lewisham District Board of Works. Mr. Laidman was admitted a solicitor in 1878.

Mr. NORTON JOSEPH HUGHES HALLETT, solicitor (of the firm of Cooper, Abney, & Hallett), of Derby, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD TUDOR JONES, solicitor (of the firm of Townsend & Jones), of Swindon, has been appointed Deputy-Coroner for the Chippenham Division of Wiltshire. Mr. Jones was admitted a solicitor in 1881.

Mr. WILLIAM HENRY GANE, solicitor, of Boston, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. JOHN ARTHUR BLAND, solicitor (of the firm of Phythian & Bland), of Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CLARENCE ELOANT, solicitor, of 210, Strand, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTIONS.

THOMAS ENGLAND and LOUIS POHLMANN FOSTER, solicitors (England & Foster), Halifax. Feb. 18. The said Thomas England will carry on the business on his own account.

WILLIAM DANIEL HENRY OEHME, THOMAS CHARLES SUMMERHAYS, HARRY CRAWFURD THOMSON, and WILLIAM ERNEST ALDIS, solicitors (Oehme, Summerhays, & Co.), Gresham-house, Old Broad-street. Feb. 12. As regards the said Harry Crawford Thomson. [Gazette, Feb. 22.]

##### GENERAL.

At the Liverpool City Police Court, on the 1st inst., Robert James Powell Lloyd, of 15, Cable-street, was summoned by the Incorporated Law

Society of the United Kingdom for having, on the 11th of January, wilfully and falsely pretended to be an attorney or solicitor. Mr. W. T. Rogers (Masters & Rogers), secretary of the Liverpool Law Society, appeared in support of the summons, and Mr. Hodgkins appeared for the defendant. Mr. Rogers stated that on the 11th of January the defendant wrote a letter to Mr. T. O'Neill, of 63, Tramway-street, Leeds, demanding on behalf of his client the payment of a debt, with court costs and expenses, and threatening to institute the most stringent measures of law against him if he did not pay. The Law Society had no objection to the defendant acting as a debt collector, but he must not represent himself as a solicitor. Mr. Hodgkins said that he admitted the offence. Evidence having been given of the receipt of the letter, Mr. Rogers said he desired to prove a previous conviction in 1886, when his worship fined the defendant £5 and costs for a similar offence. Mr. Hodgkins said that the defendant originally had his certificate as a solicitor, but had failed to renew it yearly as required, through sheer and abject poverty. If the Law Society, instead of grinding the man down, had assisted him by giving him the money to pay for his certificate, he might have become an ornament to his profession instead of a nuisance. It was the intention of his relatives to send him abroad, and if his worship would adjourn the case for a month nothing more would be heard of the defendant. Mr. Rogers pointed out that this was not a case for such treatment, as the defendant knew well that he was breaking the law. Mr. Raffles thought that this was a case in which the defendant should be punished, but he was not disposed to increase the penalty. Mr. Hodgkins urged that no good would result from punishment in such a case. Mr. Raffles could not agree with such a remark, for the Legislature had very wisely intended to prevent people being misled by persons who had no right to act as solicitors. The defendant must pay a fine of £5, and costs.

News has at length been received of Mr. Daniel Wilshaw Sherratt, solicitor, of Kidsgrove, North Staffordshire, who has been missing for nearly three weeks, and regarding whose safety the gravest fears prevailed among the neighbours. On the evening of the 6th ult. he started from Audley, with the professed intention of walking to his home at Alsager, a distance of a few miles, and from that time suddenly and unaccountably disappeared. The missing gentleman was possessed of considerable means, had property in his own right, and was engaged to be married to the daughter of a wealthy colliery proprietor in the district. An examination of his private affairs shewed that there were no pecuniary reasons whatever for his disappearance, and the fact that the road he had to travel was a dangerous one and the haunt of questionable characters, together with the circumstance that he was known to have upon him a considerable sum of money, at once gave rise to the theory that he had been murdered. Day after day members of the Staffordshire and Cheshire Constabulary pursued a rigorous search for the body, but without avail, and the discovery a few days later of a hat and revolver, subsequently identified as his property, further served to convince his friends and relations that he had met with foul play, and that his body had been carried away for concealment. The disused coal mines of the locality were descended, ponds were dragged, and residents of the district aided the detectives in their vain efforts to arrive at a solution of the mystery. A few days ago, however, a letter was received by the father of the missing man from New York, stating that his son is at present in that city alive, and giving explanations of his motives for his leaving.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	APPEAL COURT	Mr. Justice KAY.	Mr. Justice CHITTY.	
Monday, March.....	4 Mr. Godfrey	Mr. Clowes	Mr. Pemberton	
Tuesday.....	5 Rolt	Koe	Ward	
Wednesday.....	6 Godfrey	Clowes	Pemberton	
Thursday.....	7 Rolt	Koe	Ward	
Friday.....	8 Godfrey	Clowes	Pemberton	
Saturday.....	9 Rolt	Koe	Ward	
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	
Monday, March.....	4 Mr. Lovie	Mr. Leach	Mr. Carrington	
Tuesday.....	5 Pugh	Beal	Jackson	
Wednesday.....	6 Lovie	Leach	Carrington	
Thursday.....	7 Pugh	Beal	Jackson	
Friday.....	8 Lovie	Leach	Carrington	
Saturday.....	9 Pugh	Beal	Jackson	

##### HILARY SITTINGS, 1889.

(Continued from p. 158.)

##### COURT OF APPEAL.

Appeal Court, I.			
Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.		Wed. ....13	{ App. mots. ex pte—org's mots.—and apps from orders made on interlocutory mots and apps from final list if required
Mon., Mar. ....4 { Apps from the Q.B. Final List		Thursday ..14	{ Apps from Q.B. Final List
Tuesday.... 5 { List		Friday .....15	{ Bkcy apps & apps from Q.B. Final List if necessary
{ App. mots. ex pte—org's mots.—and apps. from orders made on interlocutory mots and apps from Final List if required		Saturday ....16	{ Apps from the Q.B. Final List
Wednesday 6 {		Monday ....18	{ List
Thursday.... 7 { Apps from Q.B. final list		Tues. ....19	{ App. mots. ex pte—Org's mots.—& apps from orders made on interlocutory mots and apps from final list if required
Friday .... 8 { Bkcy apps & apps from Q.B. Final List if necessary		Wednesday 20	
Sat. .... 9 { Apps from the Q.B. Final List		Thursday ..21	{ Apps from Q.B. final list
Monday ....10 {		Friday .....22	{ Bkcy apps and apps from Q.B. final list if necessary
Tuesday....12 { List			

## Appeal Court, II.

Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Sanmaries Courts.

Mon. Mar. 4	4	App. from the Chancery
Tues. 5	5	General List
Wed. 6	6	App. mts., ex pte—oral, mts.—apps. from ords made on interlocutory mts (sep list), and apps. from general list if required
Thurs. 7	7	County Palatine Apps, and if necessary apps from the Chan Gen List
Friday 8	8	
Sat. 9	9	
Monday 10	10	Apps from Chan Gen list
Tues. 11	11	
Wed. 12	12	App. mts., ex pte—oral, mts.—apps. from ords made on interlocutory mts (sep list) & apps from general list if required
Thurs. 13	13	
Friday 14	14	
Sat. 15	15	
Monday 16	16	Apps from Chan Gen list
Tues. 17	17	
Wed. 18	18	App. mts., ex pte—oral, mts.—apps. from ords made on interlocutory mts (sep list)
Thurs. 19	19	
Friday 20	20	
Sat. 21	21	
Monday 22	22	Apps from the Chancery
Tues. 23	23	General List
Wed. 24	24	
Thurs. 25	25	
Friday 26	26	
Sat. 27	27	
Monday 28	28	
Tues. 29	29	
Wed. 30	30	
Thurs. 31	31	

## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

## Chancery Court, I.

## Mr. Justice KAY.

Mon. Mar. 4	4	
Tues. 5	5	
Wed. 6	6	General paper
Thurs. 7	7	
Friday 8	8	Mts., adj sms & gen pa.
Sat. 9	9	Pets., sht. caus., adj sms, & gen. pa.
Monday 10	10	
Tues. 11	11	
Wed. 12	12	General paper
Thurs. 13	13	
Friday 14	14	Mts., adj sms, & gen. pa.
Sat. 15	15	Pets., sht. caus., adj. summs, & gen pa
Monday 16	16	
Tues. 17	17	
Wed. 18	18	General paper.
Thurs. 19	19	
Friday 20	20	
Sat. 21	21	
Monday 22	22	
Tues. 23	23	
Wed. 24	24	
Thurs. 25	25	
Friday 26	26	
Sat. 27	27	
Monday 28	28	
Tues. 29	29	
Wed. 30	30	
Thurs. 31	31	

## BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Feb. 22.

## RECEIVING ORDERS.

ALLISON, FREDERICK BAINTON, Stockton on Tees, Auctioneer Stockton on Tees Pet Feb 15 Ord Feb 15
BATCHELOR, ALBERT, Gipsy lane, West Ham, Commercial Traveller High Court Pet Feb 20 Ord Feb 20
BELBY, JOHN, Ipswich, Grocer Ipswich Pet Feb 15 Ord Feb 15
BLAXTER, JAMES, Heigham, Norwich, Plumber Norwich Pet Feb 19 Ord Feb 19
BRAUBROOK, THOMAS FREDERICK, Green st, Bethnal Green, Pawbroker High Court Pet Feb 11 Ord Feb 11
BULMAN, WILLIAM, Redcar, York Butcher Stockton on Tees Pet Feb 19 Ord Feb 19
CHRISTIE, PERCY OREKUB, Wolverhampton, Tailor Wolverhampton Pet Feb 18 Ord Feb 18
COLBOURN, WALTER HENRY, High rd, Tottenham, Clothier Edmonton Pet Feb 19 Ord Feb 19

look at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer one clear day before the cause is to be put into the paper.

Chancery Court, II.  
Mr. Justice NORTH.

Mon. Mar. 4	4	
Tues. 5	5	
Wed. 6	6	General paper
Thurs. 7	7	
Friday 8	8	Mts. and adj sms
Sat. 9	9	Sht. caus., pte. & adj. sms
Monday 10	10	
Tues. 11	11	
Wed. 12	12	General paper.
Thurs. 13	13	
Friday 14	14	Mts. & adj. summs
Sat. 15	15	Sht caus, pte, & adj sms
Monday 16	16	
Tues. 17	17	
Wed. 18	18	General paper
Thurs. 19	19	
Friday 20	20	

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

## Lord Chancellor's Court.

## Mr. Justice STIRLING.

Mon. Mar. 4	4	Sitting in chambers
Tues. 5	5	
Wed. 6	6	General paper
Thurs. 7	7	
Friday 8	8	Mts., adj sms, & gen. pa
Sat. 9	9	Sht caus, pte, & adj summs, & gen pa
Monday 10	10	Sitting in chambers
Tues. 11	11	
Wed. 12	12	General paper.
Thurs. 13	13	
Friday 14	14	Mts., adj sms & gen pa
Sat. 15	15	Sht caus, pte, & adj summs, & gen pa
Monday 16	16	Sitting in chambers
Tues. 17	17	
Wed. 18	18	General paper
Thurs. 19	19	

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

## Chancery Court, IV.

## Mr. Justice KEKEWICH.

Subject to arrangements for Interlocutory Business Actions for Trial will be taken on every day of the Sittings, from 11th January to 17th April both inclusive. Motions in Liverpool and Manchester Business will be heard on Saturday, January 12th, and in every subsequent week on Saturdays. Other Interlocutory Business from the Liverpool and Manchester District Registries will be taken on alternate Saturdays, commencing with Liverpool Business on Saturday, Jan. 12. Summonses in Chambers issued in the same Registries will be heard on Friday afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Liverpool Summonses on Friday, January 11th. On other days Actions transferred for Trial only will be taken in the order in the Cause List. Those not ready for Trial in that order will be placed in a Deferred List and not taken until the others have been disposed of.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 22.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

DEAKIN & CO., LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to St. Mary's Church, 45, H. Alford street, Thursday, March 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.

HUMSBURY HILL COAL AND IRON CO., LIMITED.—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Frewin Lenton, Sheep st, Northampton, Monday, April 1, at 1, is appointed for hearing and adjudicating upon the debts and claims.

LONDON FLOCK CO., LIMITED.—By an order made by North, J., dated Feb 14, it was ordered that the company be wound up. Birt & Follett, Townshill chambers, Southwark, solors for petner.

RIDDALES RAILWAY LAMP AND LIGHTING CO., LIMITED.—Petn for winding up, presented Feb 21, directed to be heard before Stirling, J., on Saturday, March 2, Saxelby & Faulkner, Ironmonger lane, solors for petners.

WEST KIRBY HYDROPATHIC HOTEL CO., LIMITED.—Petn for winding up, presented Feb 21, directed to be heard before Kekewich, J., on Saturday, March 2, McGowen & Hordern, Liverpool, solors for petner.

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

CLAYTON INDUSTRIAL MANUFACTURING CO., LIMITED.—Petn for winding up, presented Feb 20, directed to be heard before the Vice-Chancellor at St. George's Hall, Liverpool, on Monday, March 4, at 11. Addleshaw & Warburton, Manchester, solors for petner.

IRON SAILING SHIPOWNERS' UNDERWRITING ASSOCIATION, LIMITED.—Bristowe, V.C., has fixed Wednesday, March 6, at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator.

WEST KIRBY HYDROPATHIC HOTEL CO., LIMITED.—Petn for winding up, presented Feb 21, directed to be heard before Bristowe, V.C., at St. George's Hall, Liverpool, on Monday, March 4, at 11. McGowen & Hordern, Liverpool, solors for petner.

London Gazette.—TUESDAY, Feb. 26.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BRINDLEY & CO., LIMITED.—Petn for winding up, presented Feb 22, directed to be heard before Stirling, J., on Saturday, March 9. Slark & Metcalfe, Seale st, Lincoln's inn fields, solors for petning company.

BRUSH AND FOREIGN ECLIPSE BUTTON CO., LIMITED.—North, J., has, by an order dated Jan 24, appointed Mr. Ernest Henry Collins, 19A, Coleman st, to be official liquidator.

CAPE CENTRAL RAILWAYS, LIMITED.—By an order made by Chitty, J., dated Feb 14, it was ordered that the company be wound up. Munns & Longden, Old Jewry, solors for petner.

DIAMOND CUTTING CO., LIMITED.—Stirling, J., has fixed Tuesday, March 12, at 12, at his chambers, for the appointment of an official liquidator.

GREAT NORTHERN SALT AND CHEMICAL WORKS, LIMITED.—Stirling, J., has, by an order dated Feb 8, appointed Francis Cooper, 14, George st, Mansion House, to be official liquidator. Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, April 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

HULL TALLOW REFINING CO., LIMITED.—By an order made by Stirling, J., dated Feb 16, it was ordered that the company be wound up. Whitfield & Richardson, Finsbury pavement, solors for petners.

LONDON FLOCK CO., LIMITED.—North, J., has fixed Monday, March 11, at 1, at his chambers, for the appointment of an official liquidator.

PATENT OXONITE CO., LIMITED.—Persons entitled to share warrants to bearer are required, on or before March 11, to send their names, addresses, and descriptions, and the numbers, dates, and amounts of share warrants held or claimed by them, to John Oldfield Chadwick, 93, Finsbury pavement. March 13, at 12, is appointed to settle the list of such share warrant holders.

PYLE WORKS, LIMITED.—By an order made by Stirling, J., dated Feb 16, it was ordered that the works be wound up. Lane & Co., Queen Victoria st, solors for petner.

ULTRAMARINE MANUFACTURING CO., LIMITED.—Petn for winding up, presented Feb 22, directed to be heard before Kay, J., on March 9. Harrison & Robinson, Strand, solors for petner.

ZOUT KOM NITRATES, LIMITED.—By an order made by Chitty, J., dated Feb 16, it was ordered that the company be wound up. Goodchild, Gresham house, solors for petner.

ZOUT KOM NITRATES, LIMITED.—Chitty, J., has fixed Thursday, March 7, at 12, at his chambers, for the appointment of an official liquidator.

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

LEWIS PATENT LAMP CO., LIMITED.—Petn for winding up, presented Feb 25, directed to be heard before the Vice-Chancellor at St. George's Hall, Liverpool, on Wednesday, March 6, at 11. Cobbett & Co., Manchester, solors for petner.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 35, late 11, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

CRAGG, WILLIAM, Southsea, Labourer Portsmouth Pet Feb 15 Ord Feb 15
DAVIES, JOHN, Fishguard, Pemb. Hotel Keeper Pembroke Dock Pet Feb 15 Ord Feb 15
DYKE, HARRY, a roughout, nr Stockbridge, Blacksmith Southampton Pet Feb 19 Ord Feb 19
ELIAS, WILLIAM OWEN, Liverpool, Slate Merchant Liverpool Pet Feb 20 Ord Feb 20
EVANS, DANIEL, Penrhynkeiber, Draper Pontypridd Pet Feb 19 Ord Feb 19
EVANS, DAVID JAMES, Troedyr-fw, Glam, Grocer Merthyr Tydfil Pet Feb 18 Ord Feb 18
GINGER, WILLIAM, York, Commercial Traveller York Pet Feb 20 Ord Feb 20
GREENFIELD, TOM, Chester le street, Durham, Butcher Durham Pet Feb 7 Ord Feb 7
GROTH, SOREN, Kingston upon Hull, Smack Owner Kingston upon Hull Pet Feb 19 Ord Feb 19
GUDGEON, EDWARD, Luton, Bedfordshire, Baker Luton Pet Feb 18 Ord Feb 18
HALL, EDWIN JAMES, Manchester, Hotel Manager Leeds Pet Feb 20 Ord Feb 20
HALL, PERCIVAL, Leadgate, Durham, Grocer Newcastle on Tyne Pet Feb 19 Ord Feb 19

HOLMES, EDWARD, Norwich, Carter Norwich P. t Feb 18 Ord Feb 18
JOHNSON, WASHINGTON, Harleston, Norfolk, Tailor Ipswich Pet Feb 18 Ord Feb 18
KINSEY, MARTHA, and JOHN RICHARD BAGNALL, Stafford, Shoe Manufacturers Stafford Pet Feb 18 Ord Feb 18
LASHMAR, RICHARD WOOD, Margate, Baker Canterbury Pet Feb 18 Ord Feb 18
LEIGH, SAMUEL, Stockwell rd, Brixton, Carpenter High Court Pet Feb 18 Ord Feb 16
LONG, GEORGE, Bishopton, Gloucestershire, Corn Factor Bristol Pet Feb 20 Ord Feb 20
MAYERS, MARION, Landport, Hampshire, Stationer Portsmouth Pet Feb 18 Ord Feb 18
METCALF, JOHN, Manchester, Joiner Manchester Pet Jan 30 Ord Feb 20
MONCKTON, FREDERICK EDWARD, Lambeth hill, Queen Victoria st, Paper Merchant High Court Pet Feb 20 Ord Feb 20
NEUMANS, HENRI PHILLIP, Scarborough, Artist Scarborough Pet Feb 20 Ord Feb 20

OGDEN, GEORGE, Middlesborough, Innkeeper Middlesborough Pet Feb 13 Ord Feb 18  
 OLDRIE, HARRY, Wigan, Boot Dealer Wigan Pet Feb 16 Ord Feb 16  
 PEISER, GEORGE JOSEPH, Charterhouse bldgs, Hat Manufacturer High Court Pet Feb 18 Ord Feb 18  
 PEPPER, JAMES, Kingston upon Hull, Shipwright Kingston upon Hull Pet Feb 20 Ord Feb 20  
 POOLE, WILLIAM, Cardiff, Grocer Cardiff Pet Feb 14 Ord Feb 18  
 RAY, THOMAS JAMES, Dartford, Gunsmith Rochester Pet Feb 19 Ord Feb 19  
 RHODES, BENJAMIN, jun, Armley, Leeds, Mechanic Leeds Pet Feb 19 Ord Feb 19  
 RICHARDS, WILLIAM, Torquay, Picture Frame Maker Exeter Pet Feb 20 Ord Feb 20  
 ROBERTS, WILSON MOGSON, Purley, Surrey, Gent Ipswich Pet Jan 24 Ord Feb 15  
 ROWLEY, HENRY, Chilvers Coton, Warwick, Painter Coventry Pet Feb 19 Ord Feb 19  
 SIMONS, JANE REVEL, Aspley Guise, Bedford, Hotel Keeper Luton Pet Feb 20 Ord Feb 20  
 STAMPER, RICHARD, Kingston upon Hull, Seedsman Kingston upon Hull Pet Feb 19 Ord Feb 19  
 SULLIVAN, JOHN, Winton, nr Bournemouth, Green-grocer Poole Pet Jan 31 Ord Feb 18  
 TILLOTSON, SEPTIMUS BROWN, Habersham, nr Burnley, Chemist Blackburn Pet Feb 1 Ord Feb 19  
 TAYLOR, WILFRED, Nottingham, Grocer Nottingham Pet Feb 18 Ord Feb 18  
 TURNBULL, ROBERT CURRY, Newcastle upon Tyne, Tobaccoist Newcastle upon Tyne Pet Feb 19 Ord Feb 19  
 TYSON, THOMAS, Whitley, Northumberland, Boot Dealer Newcastle upon Tyne Pet Feb 20 Ord Feb 20  
 WALSHAW, GEORGE, Barnsley, Yorks Grocer Barnsley Pet Feb 19 Ord Feb 19  
 WATTS, GEORGE, Watford, Herts, Hosier St Albans Pet Feb 18 Ord Feb 18  
 WEST, THOMAS WILLIAM, Gough sq, Fleet st, no occupation High Court Pet Feb 19 Ord Feb 19  
 WHITCHAR, FREDERICK JOHN, York rd, Battersea, Ironmonger Wandsworth Pet Feb 19 Ord Feb 19  
 WHIGLEY, JOSEPH, Marsden, nr Huddersfield, Coal Merchant Huddersfield Pet Feb 19 Ord Feb 19

The following amended notice is substituted for that published in the London Gazette of Feb 15.

CLEMETSON, FRANK, Lavers rd, Stoke Newington, Lawn Tennis Shop Manufacturer Edmonton Pet Feb 2 Ord Feb 2  
 JEAPES, THOMAS JAMES, Chase Side, Southgate, Fish-monger Edmonton Pet Feb 12 Ord Feb 12

#### FIRST MEETINGS.

ATTENBOROUGH, GEORGE, and MARY ANN HERBERT, Nottingham, Mantle Manufacturers March 1 at 12 Off Rec, 1, High pavement, Nottingham  
 BERRIMAN, THOMAS ROBINSON, Scarbrough, Draper March 1 at 11.30 Off Rec, 74, Newborough st, Scarbrough  
 BERRY, JOHN, Ipswich, Grocer March 1 at 2.30 Off Rec Ipswich  
 BIRD, ERNEST W., Stalham, Norfolk, Draper March 2 at 12 Off Rec, 8, King st, Norwich  
 BLACKMAN, GEORGE DULAM, JOHN JOSEPH TITSINK, and WILLIAM DULAM BLACKMAN, Commercial rd East, Coopers March 1 at 12 Bankruptcy bldgs, Lincoln's inn  
 BUNDOCK, ALBERT GEORGE, Gt Portland st, Oyster Merchant March 1 at 11.30, Carey st, Lincoln's inn  
 BURSTON, JOHN, Teignmouth, Devon, Merchant March 1 at 11.13, Bedford circus, Exeter  
 BUTLER, HENRY, Oxford, Cabinet Maker March 5 at 12 1, St Aldates, Oxford  
 ELLIS, ARTHUR WILLIAM, Ipswich, Grocer March 1 at 2.45 Off Rec, Ipswich  
 ESBERGER, JOSEPH COULAND, Lincoln, Joiner March 5 at 12 Off Rec, 31, Silver st, Lincoln  
 GREETHAM, WILLIAM, Harrogate, Plumber Mar 2 at 12.15 Off Rec, 28, St-megate, York  
 GRIFFITHS, AUBREY KING, Clapstone, Mon., Auctioneer Mar 1 at 12 Off Rec, 12, Tredegar pl, Newport, Mon  
 HALL, PERCIVAL, Leadgate, Durham, Grocer Mar 5 at 2.30 Off Rec, Pink In, Newcastle on Tyne  
 HILLIER, CHARLES, Frouse, Somerset, Engineer Mar 12 at 12.15 George Hotel, Frouse  
 HOLMES, EDWARD, Norwich, Carter Mar 2 at 11 Off Rec, 8, King st, Norwich  
 HUDSON, EDMUND, Leamington, Painter Mar 2 at 10.15 Off Rec, 17, Hertford st, Coventry  
 JOHNSON, WASHINGTON, Harleston, Norfolk, Tailor Mar 4 at 1.30 Magpie Hotel, Harleston  
 LANGLEY, WILLIAM, Blackburn, Mineral Water Manufacturer Mar 1 at 3 County Court house, Blackburn  
 MCKINLAY, PETER, and WILLIAM BOND, Upper Thames st, Iron Merchants Mar 1 at 2.30 Bankruptcy bldgs, Lincoln's inn  
 METCALFE, THOMAS, Leeds, Cloth Presser Mar 4 at 11 Off Rec, 27, Park row, Leeds  
 NAISBIT, THOMAS, Darlington, Durham, Farmer Mar 11 at 11.30 Off Rec, 8, Albert rd, Middlesborough  
 NICHOLSON, THOMAS, Kingston upon Hull, Boiler-maker Mar 1 at 11.30 Off Rec, Trinity House in Hull  
 NORRIS, FANNY, Redcar, Yorks, out of business Mar 11 at 11 Off Rec, 8, Albert rd, Middlesborough  
 OGDEN, MATTHEW, Long Eaton, nr Derbyshire, Clothier Mar 1 at 2.30 Off Rec, St James's chmbrs, Derby  
 OLDRIE, HARRY, Wigan, Boot Dealer March 5 at 11 Court house, King st, Wigan  
 PARKINSON, WILLIAM, Strangeways, Manchester,

Brickmaker March 4 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 POOLE, WILLIAM, Cardiff, Grocer March 1 at 12 Off Rec, 29, Queen st, Cardiff  
 RAY, THOMAS JAMES, Dartford, Gunsmith March 5 at 11.30 Off Rec, High st, Rochester  
 RICHARDS, WILLIAM, Torquay, Picture Frame Maker March 5 at 3.13, Bedford circus, Exeter  
 ROWE, JOHN, Kingston upon Hull, Smack-owner March 1 at 12 Off Rec, Trinity House lane, Hull  
 SAYNOR, WILLIAM, Doncaster, Joiner March 5 at 11 Off Rec, Figgree lane, Sheffield  
 SPALDING, WILLIAM, Yorkford, Suffolk, Bootmaker March 12 at 10.15 L. Blake, South Quay, Great Yarmouth  
 SPICER, JAMES THOMAS, Chipping Wycombe, Bucks, Miller March 4 at 12 1, St Aldates, Oxford  
 SULLIVAN, JOHN, Winton, nr Bournemouth, Green-grocer March 4 at 2 Off Rec, Salisbury  
 TAPSELL, HORACE, St Paul's Cray, Kent, Licensed Victualler March 1 at 12 119, Victoria st, Westminster  
 TAYLOR, WILFRED, Nottingham, Grocer March 2 at 12 Off Rec, 1, High pavement, Nottingham  
 TURNBULL, ROBERT CURRY, Newcastle on Tyne, Tobaccoist March 5 at 3 Off Rec, Pisk lane, Newcastle on Tyne  
 TYSON, THOMAS, Whitley, Northumberland, Boot Dealer March 6 at 11 Off Rec, Pink lane, Newcastle on Tyne  
 VOWLES, JOHN, Weston super Mare, Builder March 4 at 12.15 George and Railway Hotel, Victoria st, Bristol  
 WALKER, CHARLES STANLAND, Kingston upon Hull, Solicitor March 1 at 11 Off Rec, Trinity House lane, Hull  
 WHITE, WILLIAM NORMAN, Blackheath rd, Greenwich, Tailor March 5 at 3 119, Victoria st, Westminster  
 WILD, JOSEPH, Nottingham, out of business March 2 at 11 Off Rec, 1, High pavement, Nottingham  
 WHIGLEY, JOSEPH, Marsden, nr Huddersfield, Coal Merchant March 5 at 3 Haigh & Son, solicitors, New st, Huddersfield

#### ADJUDICATIONS.

ALLISON, FREDERICK BAINTON, Stockton on Tees Auctioneer Stockton on Tees Pet Feb 18 Ord Feb 18  
 BALMAN, WILLIAM, Redcar, Yorks, Butcher Stockton on Tees and Middlesborough Pet Feb 19 Ord Feb 19  
 BARTON, FREDERICK, Wickwar, Gloucestershire, Farmer High Court Pet Jan 1 Ord Feb 19  
 BACHELOR, ALBERT, Gipsy lane, West Ham, Commercial Clerk High Court Pet Feb 20 Ord Feb 20  
 BERRY, JOHN, Ipswich, Grocer Ipswich Pet Feb 18 Ord Feb 18  
 BETTS, WILLIAM, Alrewas, Staffordshire, Coal Merchant Walsall Pet Feb 4 Ord Feb 19  
 BLAXTER, JAMES, Heligman, Norwich, Plumber Norwich Pet Feb 15 Ord Feb 20  
 BRADBROOK, THOMAS FREDERICK, Green st, Bethnal green, Pawnbroker High Court Pet Feb 11 Ord Feb 11  
 COOKE, JOHN, Ilkeston, Derbyshire, Boot Dealer Derby Pet Feb 2 Ord Feb 19  
 CRAGG, WILLIAM, Southsea, Labourer Portsmouth Pet Feb 15 Ord Feb 15  
 DAY, FREDERICK, Burn st, Limehouse fields, Publican High Court Pet Jan 5 Ord Feb 19  
 EVANS, DAVID JAMES, Troedyrhiw, Glamorganshire, Grocer Merthyr Tydfil Pet Feb 18 Ord Feb 18  
 FINKELSTEIN, DAVID, and FANNY ISAACSON, Stone Newington rd High Court Pet Nov 8 Ord Feb 20  
 GIBBS, EDWIN, Cardiff, Builder Cardiff Pet Feb 15 Ord Feb 18  
 GINGER, WILLIAM, York, Commercial Traveller York Pet Feb 20 Ord Feb 20  
 GOMM, HERBERT ERNEST, St Albans, Ironmonger St Albans Pet Feb 1 Ord Feb 19  
 GRESHAM, WILLIAM KEMP, Gt Grimsby, Draper Gt Grimsby Pet Jan 22 Ord Feb 20  
 GROTH, SOREN, Kingston upon Hull, Smack Owner Kingston upon Hull Pet Feb 18 Ord Feb 19  
 HALL, EDWIN JAMES, Manchester, Hotel Manager Leeds Pet Feb 20 Ord Feb 20  
 HALL, PERCIVAL, Leadgate, Durham, Grocer Newcastle upon Tyne Pet Feb 19 Ord Feb 19  
 HAYNES, WILLIAM, Southwark st, Borough, Metal Merchant High Court Pet Jan 5 Ord Feb 20  
 HEATLEY, W., Clifton sq, Peckham, Builder High Court Pet Jan 18 Ord Feb 20  
 HOLMES, EDWARD, Norwich, Carter Norwich Pet Feb 6 Ord Feb 18  
 HUMPHREY, WILLIAM, Sunderland, Publican Sunderland Pet Feb 11 Ord Feb 19  
 JOHNSON, WASHINGTON, Harleston, Norfolk, Tailor Ipswich Pet Feb 18 Ord Feb 18  
 KINSEY, MARTHA, and JOHN RICHARD BAGNALL, Stafford, Shoe Manufacturers Stafford Pet Feb 15 Ord Feb 18  
 LASHMAR, RICHARD WOOD, Margate, Baker Canterbury Pet Feb 16 Ord Feb 18  
 LEIGH, SAMUEL, Stockwell rd, Brixton, Carpenter High Court Pet Feb 18 Ord Feb 18  
 MAYERS, MARSTON, Langport, Hampshire, Stationer Portsmouth Pet Feb 18 Ord Feb 18  
 MORRIS, THOMAS, Brownlow st, Hulborn, Oilman High Court Pet Jan 25 Ord Feb 20  
 MORRIS, ALBERT EDWARD, Moonate st, Mercantile Clerk High Court Pet Nov 22 Ord Feb 19  
 NEUMANS, HENRI PHILIP, Scarborough, Artist Scarborough Pet Feb 20 Ord Feb 20  
 OGDEN, GEORGE, Middlesborough, Innkeeper Middlesborough Pet Feb 18 Ord Feb 18

OLDRIE, HARRY, Wigan, Boot Dealer Wigan Pet Feb 16 Ord Feb 16  
 PARKINSON, WILLIAM, Strangeways, Manchester Brickmaker Manchester Pet Jan 29 Ord Feb 20  
 PEISER, GEORGE JOSEPH, Charterhouse bldgs, Hat Manufacturer High Court Pet Feb 18 Ord Feb 18  
 PENNINGTON, RICHARD, Grosvenor pl, Butler High Court Pet Feb 2 Ord Feb 18  
 PEPPER, JAMES, Kingston upon Hull, Shipwright Kingston upon Hull Pet Feb 20 Ord Feb 20  
 PERRY, GEORGE, Bath, Farmer Bath Pet Feb 12 Ord Feb 20  
 POOLE, WILLIAM, Cardiff, Grocer Cardiff Pet Feb 14 Ord Feb 18  
 RHODES, BENJAMIN, jun, Armley, Leeds, Mechanic Leeds Pet Feb 19 Ord Feb 19  
 RICHARDS, WILLIAM, Torquay, Picture Frame Maker Exeter Pet Feb 20 Ord Feb 20  
 SHEEN, WILLIAM, Enkel st, Seven sisters rd, Horse Dealer High Court Pet Feb 16 Ord Feb 20  
 SUTICE, JAMES THOMAS, Chipping Wycombe, Buckinghamshire, Miller Aylesbury Pet Jan 18 Ord Feb 30  
 RICHARD, TAYLOR, Pottery, Glam, Contractor Pontypridd Pet Feb 14 Ord Feb 18  
 TAYLOR, WILFRED, Nottingham, Grocer Nottingham Pet Feb 18 Ord Feb 18  
 TILLOTSON, SEPTIMUS BROWN, Habersham, nr Burnley, Chemist Blackburn Pet Jan 28 Ord Feb 13  
 URIDGE, GEORGE, Southover, Lewes, Miller Lewes Pet Feb 7 Ord Feb 16  
 WALSHAW, GEORGE, Barnsley, Yorks, Grocer Barnsley Pet Feb 19 Ord Feb 19  
 WILLIAMS, THOMAS, Bwlch Gwynaf, nr Tynypridd, Glam, Farmer Pontypridd Pet Jan 21 Ord Feb 20  
 WISEMANN, HEINRICH ODOMAR HUGO, Bastinshall at High Court Pet Oct 19 Ord Feb 19  
 WOOD, RAYMOND, Blorton rd, Clapton, Builder High Court Pet Oct 5 Ord Feb 20  
 WHIGLEY, JOSEPH, Marsden, nr Huddersfield, Coal Merchant Huddersfield Pet Feb 19 Ord Feb 19  
 The following amended notice is substituted for that published in the London Gazette, Feb. 15.

JEAPES, THOMAS JAMES, Chase Side, Southgate, Fish-monger Edmonton Pet Feb 11 Ord Feb 12  
 London Gazette.—TUESDAY, Feb. 25.

#### RECEIVING ORDERS.

ADAMS, WILLIAM, Aspley, nr Leigh, Lancs, Farmer Bolton Pet Feb 7 Ord Feb 21  
 ATKINSON, JOHN HENRY, Kingston upon Hull, Engraver Kingston upon Hull Pet Feb 22 Ord Feb 22  
 BARKER, ALFRED FREDERICK, Halifax, Electrician Halifax Pet Feb 22 Ord Feb 22  
 BENJAMIN, LEONARD, Nottingham, Bookseller Nottingham Pet Feb 22 Ord Feb 22  
 BRITTON, HENRY, Bristol, Innkeeper Bristol Pet Feb 22 Ord Feb 22  
 BURTON, ENOCH, Didsbury, Lancs, Butcher Manchester Pet Feb 21 Ord Feb 21  
 COLE, HENRY, Croydon, Coal Merchant Croydon Pet Feb 20 Ord Feb 20  
 COLE, THOMAS, Savernake Forest, Wilts, Farm Bailiff Swindon Pet Feb 22 Ord Feb 22  
 COWAN, JAMES DOUGLAS, Elgin avenue, Maids Vale, Flour Mill Manager High Court Pet Feb 21 Ord Feb 21  
 COWLES, GEORGE SEAGER, Sudbury, Suffolk, Butcher Colchester Pet Feb 22 Ord Feb 22  
 DENISON, BENJAMIN, Eastington, Yorks, Signalman Kingston upon Hull Pet Feb 22 Ord Feb 22  
 DUPRES, LIONEL, Croydon, Fruiterer Croydon Pet Feb 21 Ord Feb 21  
 FERGUSON, DANIEL, South Wharf rd, Paddington, Slate Merchant High Court Pet Feb 22 Ord Feb 22  
 FRIEND, ABRAHAM, Thirsk, Yorks, Boot Dealer Northallerton Pet Feb 20 Ord Feb 20  
 GARTH, WILLIAM, and HENRY GARTH, Preston, Furniture Brokers Preston Pet Feb 21 Ord Feb 21  
 GRAYSHAM, JOHN, Stalybridge, Cheshire, Butcher Stalybridge Pet Feb 30 Ord Feb 20  
 GREY, ALFRED, Rosherville, Kent, Mortgage Broker Rochester Pet Feb 21 Ord Feb 21  
 HOLLINSHED, DAVID, Congleton, Cheshire, Provision Merchant Macclesfield Pet May 25 Ord Feb 21  
 HOLMES, GEORGE, New Close, Lincs, Grocer Gt Grimsby Pet Feb 21 Ord Feb 21  
 JACKSON, JAMES JELLOO, New Wortley, Leeds, out of business Leeds Pet Feb 21 Ord Feb 21  
 JAMES, GEORGE, Landels rd, East Dulwich, Builder High Court Pet Feb 21 Ord Feb 21  
 LAWTON, E. A., Gt Crosby, Lancs, Cotton Broker Liverpool Ord Feb 22  
 LOUGH, ROBERT, Millhouses, Sheffield, out of business Sheffield Pet Feb 21 Ord Feb 21  
 MALAND, EDWARD, Bedminster, Bristol, Tobaccoist Bristol Pet Feb 22 Ord Feb 22  
 MARSHOTT, JOHN HENRY, Beaufort rd, Surbiton, Clerk Kingston, Surrey Pet Feb 21 Ord Feb 22  
 MATTHEWS, REUBEN, Ledbury, Herefordshire, Builder Worcester Pet Feb 22 Ord Feb 22  
 MAUDSLAY, HERBERT CHARLES, Bedford, Gent Bedford Pet Feb 21 Ord Feb 22  
 MAYHURN, JOHN, Newport, Mon, Builders' Merchant Newport, Mon Pet Feb 22 Ord Feb 22  
 MCGURK, JAMES, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet Feb 21 Ord Feb 21  
 MENNELL, WILLIAM, Wakefield, Tailor Wakefield Pet Feb 23 Ord Feb 23  
 MONK, WILLIAM JOHN, Portsea, Hampshire, Pork Butcher Portsmouth Pet Feb 20 Ord Feb 20

NUNN, JOSHUA ALEXANDER, Sittingbourne, Kent, Clothier, Rochester, 3rd Feb 21. Ord Feb 21.  
 PATTERSON, MATTHEW, and GEORGE NESBITT RICHARDSON, Middlesbrough, Steamship Brokers, Middlesbrough, Pet Feb 7. Ord Feb 23.  
 PHILLIPS, JOHN PHILIP, Staveley, Derbyshire, Chemist, Chesterfield, Pet Feb 22. Ord Feb 23.  
 PORTER, JOHN, Haylehurst, Ashton under Lyne, Farmer, Ashton under Lyne, Pet Feb 23. Ord Feb 23.  
 POWELL, WILLIAM, Barghilly, Herefordshire, Innkeeper, Hereford, Pet Feb 4. Ord Feb 21.  
 PTH, EMILY, Greyhound Lane, Streatham Common, Corn Dealer, Wandsworth, Pet Jan 28. Ord Feb 21.  
 RAMSDALE, RALPH, Northallerton, Yorks, Blacksmith, Northallerton, Pet Feb 20. Ord Feb 20.  
 RICHARDSON, EDWIN A., Blair St, Bromley by Bow, Tug Owner, High Court, Pet Dec 1. Ord Feb 22.  
 ROBERTS, JOSEPH, Bradford, Machine Maker, Bradford, Pet Feb 23. Ord Feb 23.  
 ROBINSON, HENRY FISHER, Liverpool, Engineer, Liverpool, Pet Feb 23. Ord Feb 23.  
 SCALE JOHN, Pembroke Dock, Innkeeper, Pembroke Dock, Pet Feb 20. Ord Feb 20.  
 SMITH, FREDERICK, Heligam, Norfolk, Baker, Norwich, Pet Feb 22. Ord Feb 22.  
 SMITH, JOHN, Birmingham, Baker, Birmingham, Pet Feb 12. Ord Feb 22.  
 SMITH, JOSEPH THOMAS, Newcastle upon Tyne, Engraver, Newcastle upon Tyne, Pet Feb 22. Ord Feb 22.  
 SPEED, WILLIAM, Sheffield, Engineer, Sheffield, Pet Feb 21. Ord Feb 21.  
 SYMONS, WILLIAM HENRY, Ebury St, House Decorator, High Court, Pet Feb 5. Ord Feb 21.  
 TANNER, JAMES, Leeds, Jewellers, Leeds, Pet Oct 8. Ord Jan 30.  
 TYSON, THOMAS, and JOHN CLOSE WILLIAMS, Liverpool, Building Contractors, Liverpool, Pet Feb 21. Ord Feb 21.  
 VENNING, JAMES MARTIN, Wells, Somerset, Tailor, Wells, Pet Feb 22. Ord Feb 22.  
 WALTER, ELLEN, Ryde, L.W., Tobaccoconist, Ryde, Pet Feb 21. Ord Feb 21.  
 WOOD, JOHN WILKES, Liverpool, Fruit Broker, Liverpool, Pet Feb 23. Ord Feb 23.

## FIRST MEETINGS.

ABBOTT, JOHN, Bideford, Devon, Ironfounder, March 5 at 2.30. George and Railway Hotel, Victoria St, Bristol.  
 ADAMS, WILLIAM, Astley, nr Leigh, Lancs, Farmer, March 7 at 11. 16, Wood St, Bolton.  
 ADAMS, WILLIAM, the elder, and WILLIAM ADAMS, the younger, Tenby, Pemb. Butchers, March 5 at 3.15. Gate House Hotel, Tenby.  
 AUSTIN, GEORGE, Hastings, Builder, March 5 at 12. Bankruptcy bldgs, Lincoln's Inn fields.  
 BAKER, ALFRED, FENEBURCH, Halifax, Electrician, March 7 at 11. Off Rec, Halifax.  
 BETTS, WILLIAM, Alrewas, Stafford, Coal Merchant, March 6 at 11.15. Off Rec, Walsall.  
 BRADSHAW, THOMAS FREDERICK, Green St, Bethnal Green, Pawbroker, March 5 at 12. Bankruptcy bldgs, Lincoln's Inn fields.  
 BRITAIN, HENRY, Bristol, Innkeeper, March 13 at 3. Off Rec, Bank Chambers, Corn St, Bristol.  
 COHEN, MAURICE, Whitechapel rd, Leather Merchant, March 5 at 11. 33, Carey St, Lincoln's Inn.  
 COULSON, HARRY BLENKINSOPP, Edinburgh Mansions, Victoria St, Actor, March 5 at 2.30. 33, Carey St, Lincoln's Inn.  
 COWLES, GEORGE SEAGER, Sudbury, Suffolk, Butcher, March 12 at 10.30. Townhall, Colchester.  
 CRAIG, WILLIAM, Southsea, Labourer, March 11 at 3. 163, Queen St, Portsmouth.  
 DAVIES, JOHN, Fishguard, Pemb. Hotel Keeper, March 9 at 11. Castle Hotel, Haverfordwest.  
 DERHAM, ARTHUR JONES, Handsworth, Staffordshire, Cooper, March 6 at 11. 25, Colmore row, Birmingham.  
 DYER, HARRY, Broughton, Stockbridge, Blacksmith, March 6 at 11. Off Rec, 4, East St, Southampton.  
 EVANS, EVAN, Bagillt, Flintshire, Farmer, March 6 at 2.30. Bankruptcy Office, Crypt chbrs, Chester.  
 EVANS, JOHN, Hwlawn, nr Aberdeen, Innkeeper, March 11 at 2. Off Rec, Merthyr Tydfil.  
 GIBBS, EDWIN, Cardiff, Builder, March 11 at 12. Off Rec, 29, Queen St, Cardiff.  
 GILLET, HARRIETT MARIA, Endsleigh St, Actress, March 7 at 11. 33, Carey St, Lincoln's Inn.  
 GINGER, WILLIAM, York, Commercial Traveller, March 9 at 11. Off Rec, York.  
 GREY, ALFRED, Rosherville, Kent, Mortgage Broker, March 7 at 11.30. Off Rec, High St, Rochester.  
 GUDGON, EDWARD, Luton, Bedfordshire, Baker, March 5 at 11. Off Rec, Park St West, Luton.  
 HAMILTON, GEORGE ALEXANDER, New Broad St, Hardware Agent, March 6 at 12. 33, Carey St, Lincoln's Inn.  
 HAYNES, WILLIAM, Southwark St, Borough, Metal Merchant, March 6 at 11. 33, Carey St, Lincoln's Inn.  
 HOLLINSHED, DAVID, Congleton, Cheshire, Provision Merchant, March 7 at 11. Off Rec, 23, King Edward St, Macclesfield.  
 JEADES, THOMAS JAMES, Southgate, Fishmonger, March 5 at 11. No. 16, Room, 30 and 31, St Swithun's Lane.  
 JOHNSTON, JOHN, Barrow in Furness, Joiner, March 6 at 11. 2, Paxton ter, Barrow in Furness.  
 JONES, EDWARD, Credenhill, Hereford, Builder, March 22 at 10.15. 2, Off St, Hereford.  
 JONES, RICHARD, Llanyfrydod, Anglesey, Grocer, March 14 at 1.45. Court house, Bangor.  
 KINSEY, MARTHA, and JOHN RICHARD BAGNALL, Stafford, Shoe Manufacturers, March 7 at 11.45. Off Rec, St Martin's pl, Stafford.

LASHMAR, RICHARD WOOD, Margate, Baker, March 7 at 3.15. 51, High St, Margate.  
 LONG, GEORGE, Bishopsgate, Gloucester, Corn Factor, March 13 at 12. Off Rec, Bank chbrs, Corn St, Bristol.  
 MALLARD, EDWARD, Bedminster, Bristol, Tobaccoconist, March 13 at 1. Off Rec, Bank chbrs, Corn St, Bristol.  
 MAYERS, MARSTON, Landport, Hampshire, Stationer, March 11 at 3.30. 163, Queen St, Portsmouth.  
 MCGURK, JAMES, Newcastle on Tyne, Innkeeper, March 7 at 2.30. Off Rec, Pink Lane, Newcastle on Tyne.  
 MONK, WILLIAM JOHN, Portsea, Hampshire, Pork Butcher, March 11 at 4. 166, Queen St, Portsea.  
 MURFITT, WILLIAM, Queen's parade, Clapham Junction, Draper, March 6 at 3. 119, Victoria St, Westminster.  
 NICHOL, JAMES AYLING, Chipst, Poplar, Confectioner, March 7 at 2. 33, Carey St, Lincoln's Inn.  
 NUNN, JOSHUA ALEXANDER, Sittingbourne, Kent, Clothier, March 7 at 2.30. Off Rec, High St, Rochester.  
 OSMOND, RICHARD DAVID, Ramsgate, Marine Store Dealer, March 7 at 2. 72, High St, Ramsgate.  
 PARKER, RICHARD HARTLEY, Burnley, Wine Merchant, March 6 at 3. Exchange Hotel, Nicholas St, Burnley.  
 PEARCE, GEORGE JOHN, Victoria Dock rd, Oilman, March 6 at 2.30. 33, Carey St, Lincoln's Inn.  
 PERL, FELIX, Ridley rd, Dalston, Merchant, March 6 at 12. Bankruptcy bldgs, Portugal St, Lincoln's Inn fields.  
 PIER, FREDERICK R., Popstone rd, Earl's Ct, March 5 at 11. Bankruptcy bldgs, Portugal St, Lincoln's Inn.  
 PRICE, JAMES, Bewdley, Worcestershire, Basket Maker, March 11 at 2.15. A. S. Thursfield, Solicitor, Kidderminster.  
 REESE, EVAN, Llanwrin, Montgomeryshire, Slate Works Proprietor, March 7 at 3. Towhall, Aberystwith.  
 RHODES, BENJAMIN, jun, Armley, Leeds, Mechanic, March 6 at 11. Off Rec, 22, Park row, Leeds.  
 RODRICK, DAVID, Senny, Brecknockshire, Labourer, March 11 at 12. Off Rec, Merthyr Tydfil.  
 RYMAN, JOHN, Newington butts, Ironmonger, March 7 at 11. Bankruptcy bldgs, Portugal St, Lincoln's Inn.  
 SCHMITTEN, PAUL, Kensington gate, no occupation, March 7 at 2.30. 33, Carey St, Lincoln's Inn.  
 SIMS, WILLIAM, Worcester pk, Surrey, Dairyman, March 5 at 11. 119, Victoria St, Westminster.  
 SMITH JOSEPH THOMAS, Newcastle on Tyne, Engraver, March 7 at 3. Off Rec, Pink Lane, Newcastle on Tyne.  
 SOMMERVILLE, ISABELLA JANE, Hulme, Manchester, Furniture Dealer, March 5 at 11. Off Rec, Ogden's chbrs, Bridge St, Manchester.  
 STOCKWELL, EMMA UMFREY, Aylesbury, Tailor, March 9 at 3. 1, St Aldates, Oxford.  
 STRATTON, AMELIA, Marlborough St, Blackfriars rd, General Carman, March 5 at 12. 33, Carey St, Lincoln's Inn.  
 TAYLOR, JOSEPH, jun, Hunslet, Leeds, Earthenware Manufacturer, March 8 at 11. Off Rec, 24, Park row, Leeds.  
 WALTER, ELLEN, Ryde, I W, Tobaccoconist, March 9 at 2. Holyrood chbrs, Newport, I W.  
 WATSON, JAMES SPOONER, Sheffield, Grocer, March 6 at 2. Off Rec, Flatree lane, Sheffield.  
 WILLIAMS, JOHN, Merthyr Tydfil, Builder, March 5 at 12. Off Rec, Merthyr Tydfil.

## ADJUDICATIONS.

ADAMS, WILLIAM, Astley, nr Leigh, Lancs, Farmer, Bolton, Pet Feb 5. Ord Feb 22.  
 ATKINSON, JOHN HENRY, Kingston upon Hull, Engineer, Kingston upon Hull, Pet Feb 29. Ord Feb 22.  
 AUSTIN, JOSEPH, Deritend, Birmingham, Galvanized Hollow ware Manufacturer, Birmingham, Pet Jan 16. Ord Feb 1.  
 BENJAMIN, LEONARD, Nottingham Bookseller, Nottingham, Pet Feb 22. Ord Feb 23.  
 BIRD, ERNEST W., Statham, Norfolk, Draper, Norwich, Pet Jan 31. Ord Feb 21.  
 BREWSTER, JOHN, Maitland Park rd, Haverstock hill, Wesleyan Minister, High Court, Pet Jan 23. Ord Feb 21.  
 BRITAIN, HENRY, Bristol, Innkeeper, Bristol, Pet Feb 22. Ord Feb 22.  
 BURTON, Enoch, Didbury, Lancs, Butcher, Manchester, Pet Feb 21. Ord Feb 21.  
 BUTLER, HENRY, Oxford, Cabinet Maker, Oxford, Pet Feb 16. Ord Feb 20.  
 COLBOURN, WALTER HENRY, Chesnut row, Tottenham, Clothier, Edmonton, Pet Feb 19. Ord Feb 23.  
 COLE, THOMAS, Savernake Forest, Wilts, Farm Bailiff, Swindon, Pet Feb 22. Ord Feb 22.  
 COWAN, JAMES DOUGLAS, Elgin avenue, Maid Vale, Flour Mill Manager, High Court, Pet Feb 21. Ord Feb 21.  
 COWLES, GEORGE SEAGER, Sudbury, Suffolk, Butcher, Colchester, Pet Feb 19. Ord Feb 22.  
 DERHAM, ARTHUR JONES, Handsworth, Stafford, Cooper, Birmingham, Pet Feb 8. Ord Feb 18.  
 DUPRES, LIONEL, Croydon, Fruiterer, Croydon, Pet Feb 21. Ord Feb 21.  
 EVANS, DANIEL, Porthnewchester, Glam, Draper, Pontypridd, Pet Feb 18. Ord Feb 22.  
 FRIEND, ABRAHAM, Thirk, Yorks, Boot Dealer, Northallerton, Pet Feb 21. Ord Feb 20.  
 GARTH, WILLIAM, and HENRY GARTH, Preston, Furniture Brokers, Preston, Pet Feb 21. Ord Feb 21.  
 GREY, ALFRED, Rosherville, Kent, Mortgage Broker, Rochester, Pet Feb 20. Ord Feb 21.  
 GRETHAM, WILLIAM, Harrogate, Plumber, York, Pet Feb 16. Ord Feb 23.

HILTON, ALFRED HENRY, Swansea, Builder, Birmingham, Pet Oct 21. Ord Feb 22.  
 HILTON, JOHN, Oxford, Builder, Birmingham, Pet Oct 22. Ord Feb 22.  
 HOLMES, GEORGE, New Cleve, Lincolnshire, Grocer, Gt Grimsby, Pet Feb 21. Ord Feb 21.  
 HUDSON, EDMUND, Leamington, House Painter, Warwick, Pet Feb 16. Ord Feb 20.  
 JACKSON, JAMES JELLOO, Leeds, out of business, Leeds, Pet Feb 21. Ord Feb 21.  
 JAMES, GEORGE, Landels rd, East Dulwich, Builder, High Court, Pet Feb 21. Ord Feb 21.  
 LANGLEY, WILLIAM, Blackburn, Mineral Water Maker, Blackburn, Pet Feb 16. Ord Feb 21.  
 LAWRENCE, WILLIAM, Leyton, Retailer of Beer, High Court, Pet Feb 23. Ord Feb 23.  
 MALLARD, EDWARD, Bedminster, Bristol, Tobaccoconist, Bristol, Pet Feb 22. Ord Feb 22.  
 MATTHEWS, REUBEN, Lechlery, Herefordshire, Builder, Worcester, Pet Feb 22. Ord Feb 23.  
 MENNELL, WILLIAM, Wakefield, Tailor, Wakefield, Pet Feb 23. Ord Feb 23.  
 METCALF, JOHN, Manchester, Joiner, Manchester, Pet Jan 29. Ord Feb 22.  
 MONK, WILLIAM JOHN, Portsea, Hampshire, Pork Butcher, Portsmouth, Pet Feb 20. Ord Feb 20.  
 PHILLIPS, JOHN PHILIP, Staveley, Derbyshire, Chemist, Chesterfield, Pet Feb 22. Ord Feb 23.  
 PROSSER, FREDERICK, and WILLIAM MAGGS, Bristol, Builders, Bristol, Pet Dec 21. Ord Feb 23.  
 RAMSDALE, RALPH, Northallerton, Yorks, Blacksmith, Northallerton, Pet Feb 20. Ord Feb 20.  
 ROBERTS, JOSEPH, Bradford, Yorks, Machine Maker, Bradford, Pet Feb 23. Ord Feb 23.  
 SMITH, FREDERICK, Heligam, Norwich, Baker, Norwich, Pet Feb 22. Ord Feb 22.  
 SMITH, JOSEPH THOMAS, Newcastle on Tyne, Engraver, Newcastle on Tyne, Pet Feb 22. Ord Feb 22.  
 SPEED, WILLIAM, Sheffield, Engineer, Sheffield, Pet Feb 21. Ord Feb 21.  
 WADDINGTON, JAMES, Pancras lane, Builder, High Court, Pet Dec 31. Ord Feb 21.  
 WAKE, CHARLES STANILAND, Kingston on Hull, Solicitor, Kingston on Hull, Pet Feb 1. Ord Feb 23.  
 WILLIAMS, RICHARD, Shrewsbury, Licensed Victualler, Shrewsbury, Pet Feb 9. Ord Feb 20.  
 WYATT, WILLIAM HENRY, Gt Tower St, Tea Merchant, High Court, Pet Jan 21. Ord Feb 23.

## SALES OF ENSUING WEEK

March 4.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 p.m., Town Residence (see advertisement, Feb. 23, p. 4).  
 March 7.—Messrs. FOSTER & CRANFIELD, at the Mart, E.C., at 2 p.m., Absolute Reversion, Life Interest, and Policy of Assurance (see advertisement, this week, p. 4).  
 March 7.—Mr. GEORGE FUTOVYK FRANCIS, at the Mart, E.C., at 2 p.m., Crown Leases (see advertisement, Feb. 23, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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